

# LEASE NO. GS-05P-LMN19334

Global Lease  
GSA FORM L100 (10/2016)

This Lease is made and entered into between

## LSREF4 BISON, LLC

(Lessor), whose principal place of business is 2711 N. Haskell Ave., Suite 1700, Dallas, TX 75204-2922, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

1550 American Blvd. E.  
Bloomington, MN 55425-1165

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

## LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning FEBRUARY 1, 2018 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE

(b) (7)(B), (b) (6)

Name:

Laura P. Sims  
Vice President

Title:

Entity Name:

LSREF4 Bison, LLC

Date:

8/17/2017

FOR THE GOVERNMENT:

Name:

(b) (6)

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

8/24/17

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name:

Patrice A. Bradshaw

Title:

Notary Public

Date:

8-17-17

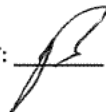
The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-05P-LMN19334

LESSOR:



GOVERNMENT:


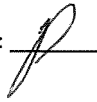


GSA FORM L100 (10/16)

SECTION 1	THE PREMISES, RENT, AND OTHER TERMS	1
1.01	THE PREMISES (OCT 2016)	1
1.02	EXPRESS APPURTENANT RIGHTS (SEP 2013)	1
1.03	RENT AND OTHER CONSIDERATION (OCT 2016)	1
1.04	BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	2
1.05	TERMINATION RIGHTS (OCT 2016)	2
1.06	INTENTIONALLY DELETED	2
1.07	DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)	2
1.08	INTENTIONALLY DELETED	2
1.09	INTENTIONALLY DELETED	2
1.10	INTENTIONALLY DELETED	2
1.11	INTENTIONALLY DELETED	3
1.12	PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)	3
1.13	INTENTIONALLY DELETED	3
1.14	OPERATING COST BASE (OCT 2016)	3
1.15	RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	3
1.16	HOURLY OVERTIME HVAC RATES (OCT 2016)	3
1.17	24-HOUR HVAC REQUIREMENT (OCT 2016)	3
1.18	INTENTIONALLY DELETED	3
1.19	HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)	3
SECTION 2	GENERAL TERMS, CONDITIONS, AND STANDARDS	4
2.01	DEFINITIONS AND GENERAL TERMS (OCT 2016)	4
2.02	AUTHORIZED REPRESENTATIVES (OCT 2016)	5
2.03	ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)	5
2.04	WAIVER OF RESTORATION (OCT 2016)	5
2.05	PAYMENT OF BROKER (JUL 2011)	5
2.06	CHANGE OF OWNERSHIP (OCT 2016)	5
2.07	REAL ESTATE TAX ADJUSTMENT (JUN 2012)	6
2.08	ADJUSTMENT FOR VACANT PREMISES (OCT 2016)	7
2.09	OPERATING COSTS ADJUSTMENT (JUN 2012)	7
2.10	ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	8
2.11	INTENTIONALLY DELETED	8
SECTION 3	CONSTRUCTION STANDARDS AND SHELL COMPONENTS	9
3.01	INTENTIONALLY DELETED	9
3.02	WORK PERFORMANCE (JUN 2012)	9
3.03	ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)	9
3.04	EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	9
3.05	CONSTRUCTION WASTE MANAGEMENT (SEP 2015)	9
3.06	WOOD PRODUCTS (OCT 2016)	10
3.07	ADHESIVES AND SEALANTS (OCT 2016)	10
3.08	BUILDING SHELL REQUIREMENTS (OCT 2016)	10
3.09	RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	11
3.10	QUALITY AND APPEARANCE OF BUILDING (JUN 2012)	11
3.11	VESTIBULES (APR 2011)	11
3.12	MEANS OF EGRESS (MAY 2015)	11
3.13	AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)	11
3.14	FIRE ALARM SYSTEM (SEP 2013)	12
3.15	ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)	12
3.16	ELEVATORS (OCT 2016)	13
3.17	BUILDING DIRECTORY (APR 2011)	13
3.18	FLAGPOLE (SEP 2013)	13
3.19	DEMOLITION (JUN 2012)	13
3.20	ACCESSIBILITY (FEB 2007)	13
3.21	CEILINGS (APR 2015)	13
3.22	EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)	14
3.23	DOORS: IDENTIFICATION (APR 2011)	14
3.24	WINDOWS (APR 2011)	14
3.25	PARTITIONS: GENERAL (APR 2015)	14
3.26	PARTITIONS: PERMANENT (APR 2015)	14
3.27	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	14
3.28	WALL FINISHES – SHELL (SEP 2015)	15
3.29	PAINTING – SHELL (JUN 2012)	15
3.30	FLOORS AND FLOOR LOAD (APR 2015)	15
3.31	FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)	15
3.32	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	15
3.33	BUILDING SYSTEMS (APR 2011)	15
3.34	ELECTRICAL (JUN 2012)	15

3.35	INTENTIONALLY DELETED	16
3.36	PLUMBING (JUN 2012)	16
3.37	DRINKING FOUNTAINS (OCT 2016)	16
3.38	RESTROOMS (OCT 2016)	16
3.39	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)	17
3.40	JANITOR CLOSETS (SEP 2015)	17
3.41	HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)	17
3.42	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)	17
3.43	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	18
3.44	LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)	18
3.45	ACOUSTICAL REQUIREMENTS (JUN 2012)	19
3.46	INTENTIONALLY DELETED	19
3.47	INTENTIONALLY DELETED	19
3.48	INTENTIONALLY DELETED	19
3.49	INTENTIONALLY DELETED	19
3.50	INTENTIONALLY DELETED	19
3.51	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)	19
3.52	SYSTEMS COMMISSIONING (APR 2011)	20
3.53	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014)	20
3.54	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	20
3.55	INTENTIONALLY DELETED	21
<b>SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES</b>		<b>22</b>
4.01	SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)	22
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	22
4.03	INTENTIONALLY DELETED	22
4.04	INTENTIONALLY DELETED	22
4.05	GREEN LEASE SUBMITTALS (OCT 2016)	22
4.06	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	23
4.07	PROGRESS REPORTS (JUN 2012)	23
4.08	CONSTRUCTION INSPECTIONS (SEP 2015)	23
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	23
4.10	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)	23
4.11	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	23
4.12	AS-BUILT DRAWINGS (JUN 2012)	24
4.13	LIQUIDATED DAMAGES (JUN 2012)	24
4.14	INTENTIONALLY DELETED	24
4.15	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	24
<b>SECTION 5 TENANT IMPROVEMENT COMPONENTS</b>		<b>25</b>
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	25
5.02	INTENTIONALLY DELETED	25
5.03	FINISH SELECTIONS (SEP 2015)	25
5.04	WINDOW COVERINGS (JUN 2012)	25
5.05	DOORS: SUITE ENTRY (SEP 2013)	25
5.06	DOORS: INTERIOR (SEP 2013)	25
5.07	DOORS: HARDWARE (SEP 2013)	25
5.08	DOORS: IDENTIFICATION (JUN 2012)	26
5.09	PARTITIONS: SUBDIVIDING (SEP 2015)	26
5.10	WALL FINISHES (JUN 2012)	26
5.11	PAINTING - TI (SEP 2013)	26
5.12	FLOOR COVERINGS AND PERIMETERS (APR 2015)	26
5.13	HEATING AND AIR CONDITIONING (JUN 2012)	27
5.14	ELECTRICAL: DISTRIBUTION (SEP 2015)	27
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	27
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	28
5.17	DATA DISTRIBUTION (JUN 2012)	28
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	28
5.19	LIGHTING: INTERIOR AND PARKING - TI (SEP 2015)	28
5.20	AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)	28
<b>SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM</b>		<b>29</b>
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)	29
6.02	UTILITIES (APR 2011)	29
6.03	INTENTIONALLY DELETED	29
6.04	UTILITY CONSUMPTION REPORTING (OCT 2016)	29
6.05	HEATING AND AIR CONDITIONING (OCT 2016)	29
6.06	OVERTIME HVAC USAGE (JUN 2012)	29
6.07	JANITORIAL SERVICES (JUN 2012)	30

LEASE NO. GS-05P-LMN19334

LESSOR:  GOVERNMENT: 

GSA FORM L100 (10/16)

6.08	SELECTION OF CLEANING PRODUCTS (OCT 2016)	30
6.09	SELECTION OF PAPER PRODUCTS (APR 2015)	30
6.10	SNOW REMOVAL (APR 2011)	31
6.11	MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)	31
6.12	MAINTENANCE OF PROVIDED FINISHES (OCT 2016)	31
6.13	ASBESTOS ABATEMENT (APR 2011)	31
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	31
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)	31
6.16	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	32
6.17	LANDSCAPING (OCT 2016)	32
6.18	LANDSCAPE MAINTENANCE (APR 2011)	33
6.19	RECYCLING (JUN 2012)	33
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	33
6.21	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)	33
6.22	INDOOR AIR QUALITY (OCT 2016)	34
6.23	RADON IN AIR (OCT 2016)	35
6.24	RADON IN WATER (JUN 2012)	35
6.25	HAZARDOUS MATERIALS (SEP 2013)	35
6.26	MOLD (OCT 2016)	36
6.27	OCCUPANT EMERGENCY PLANS (SEP 2013)	36
6.28	FLAG DISPLAY (OCT 2016)	36
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		37
7.01	INTENTIONALLY DELETED	37
7.02	INTENTIONALLY DELETED	37

LEASE NO. GS-05P-LMN19334

LESSOR:  GOVERNMENT: 

GSA FORM L100 (10/16)



## SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

### 1.01 THE PREMISES (OCT 2016)

The Premises are described as follows:

A. Office and Related Space: **26,910** rentable square feet (RSF), yielding **23,400** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **5<sup>th</sup> and 7<sup>th</sup>** floors of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as **15.0** percent. This factor, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

C. INTENTIONALLY DELETED

### 1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: The Lessor shall provide on-site parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

### 1.03 RENT AND OTHER CONSIDERATION (OCT 2016)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	(b) (4)	
OPERATING COSTS <sup>2</sup>		
TENANT IMPROVEMENTS RENT	\$ 0.00	\$ 0.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	\$ 0.00	\$ 0.00
PARKING	\$ 0.00	\$ 0.00
TOTAL ANNUAL RENT	\$ 582,601.50	\$ 609,511.50

(b) (4)

the RSF stated under Paragraph 1.01  
ed by the RSF stated under Paragraph 1.01  
multiplied by the RSF stated under Paragraph 1.01

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed **23,400** ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

D. INTENTIONALLY DELETED

E. INTENTIONALLY DELETED

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered and active in SAM.

H. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

I. INTENTIONALLY DELETED

J. INTENTIONALLY DELETED

**1.04 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)**

(b) (4)

**1.05 TERMINATION RIGHTS (OCT 2016)**

The Government may terminate this Lease, in whole or in parts, at any time effective after the Firm Term of this Lease, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (OCT 2016)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLANS	2	A
AGENCY REQUIREMENTS	5	B
SECURITY REQUIREMENTS	7	C
GSA FORM 3517B GENERAL CLAUSES	15	D
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	E

**1.08 INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 INTENTIONALLY DELETED**

**1.12 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 17.55 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 26,910 RSF by the total Building space of 153,311 RSF.

**1.13 INTENTIONALLY DELETED**

**1.14 OPERATING COST BASE (OCT 2016)**

(b) (4) purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall

**1.15 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.50 per ABOA SF of Space vacated by the Government.

**1.16 HOURLY OVERTIME HVAC RATES (OCT 2016)**

A. The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- 5<sup>TH</sup> FLOOR - \$55.25 per hour
- 7<sup>TH</sup> FLOOR - \$13.00 per hour

B. There is no overtime charge during the following weekend hours:  
Saturday: 8:00 AM through 1:00 PM

**1.17 24-HOUR HVAC REQUIREMENT (OCT 2016)**

- A. 100 ABOA SF of the Space shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The BTU output of this room is established as 12,000 BTU. The temperature of this room shall be maintained at a temperature the same as the adjacent office space (up to a maximum of 87 degrees F), with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The number of IDF room(s) is dependent upon the size of the floor, the run length (which cannot exceed 295'); if space is offered on contiguous floors (stacked), and/or if they are in a separate suite, which is not adjacent and/or on the same floor as any other IRS space.
- B. The 24 hour cooling service shall be provided by the Lessor and the cost is included in the monthly operating costs. Also, the hourly overtime HVAC rate specified under the paragraph "Hourly Overtime HVAC Rates" shall not apply to any portion of the Premises that is required to have 24 hour cooling.
- C. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.18 INTENTIONALLY DELETED**

**1.19 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

---

## SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

---

### 2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror ( date on which the parties' obligations under the Lease begin).
- N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.
- R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.
- S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

## **2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)**

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

## **2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)**

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

## **2.04 WAIVER OF RESTORATION (OCT 2016)**

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

## **2.05 PAYMENT OF BROKER (JUL 2011)**

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

## **2.06 CHANGE OF OWNERSHIP (OCT 2016)**

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisition of Leasehold Interests in Real Property).

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.



## 2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas to which the Government is granted rights).

Real Estate Taxes are those taxes that are levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. The term excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority is a state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year refers to the 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement is an authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes are the full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base is the unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

The Property is deemed to be Fully Assessed (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Percentage of Occupancy refers to that portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real

Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

**Tax Appeals.** If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

## **2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2016)**

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

## **2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)**

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.





D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

## **2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)**

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 15 days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

## **2.11 INTENTIONALLY DELETED**

---

## SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

---

### 3.01 INTENTIONALLY DELETED

### 3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

### 3.03 ENVIRONMENTALLY PREFERABLE PRODUCT REQUIREMENTS (OCT 2016)

A. The Lessor must provide environmentally preferable products as detailed throughout individual paragraphs of this Lease (e.g., Plumbing Fixtures: Water Conservation).

B. When individual paragraphs of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting one of the below environmentally preferable criteria when such products are available. The Lessor can consult the Green Procurement Compilation at [WWW.SFTOOL.GOV/GREENPROCUREMENT](http://WWW.SFTOOL.GOV/GREENPROCUREMENT) to determine whether any of these criteria are applicable for a product category.

1. BioPreferred (biobased) products
2. Energy Star products
3. EPA Comprehensive Procurement Guideline designated (recycled content) products
4. EPA Safer Choice labeled products
5. FEMP-designated energy efficient products
6. SNAP (Significant New Alternative Policy) substances
7. WaterSense or other water efficient products

C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material within the TI pricing submittal. The waiver request shall be based on the following exceptions:

1. Product cannot be acquired competitively within a reasonable performance schedule.
2. Product cannot be acquired that meets reasonable performance requirements.
3. Product cannot be acquired at a reasonable price.
4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

### 3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

### 3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2015)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.



D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

### 3.06 WOOD PRODUCTS (OCT 2016)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or [HTTPS://WWW.FWS.GOV/INTERNATIONAL/PLANTS/CURRENT-CITES-LISTINGS-OF-TREE-SPECIES.HTML](https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html).

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

### 3.07 ADHESIVES AND SEALANTS (OCT 2016)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet the South Coast Air Quality Management District standards for VOC limits for applicable product types [[HTTP://WWW.AQMD.GOV/HOME/REGULATIONS/COMPLIANCE/VOCS/RULES](http://www.aqmd.gov/home/regulations/compliance/vocs/rules)] as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

### 3.08 BUILDING SHELL REQUIREMENTS (OCT 2016)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

### 3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

### 3.10 QUALITY AND APPEARANCE OF BUILDING (JUN 2012)

The Building in which the Premises are located shall be designed, built and maintained in good condition and in accordance with the Lease requirements. If not new or recent construction, the Building shall have undergone by occupancy, modernization, or adaptive reuse for office space with modern conveniences. The Building shall be compatible with its surroundings. Overall, the Building shall project a professional and aesthetically pleasing appearance including an attractive front and entrance way.

### 3.11 VESTIBULES (APR 2011)

A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

### 3.12 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

### 3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

### **3.14 FIRE ALARM SYSTEM (SEP 2013)**

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3<sup>rd</sup> floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code, that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

### **3.15 ENERGY INDEPENDENCE AND SECURITY ACT (MAR 2016)**

#### **A. Energy-related Requirements:**

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

b. (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and

(ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces—

- I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
- II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
- III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

4. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.

#### **B. Hydrology-related Requirements:**

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum



extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

- a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

### 3.16 ELEVATORS (OCT 2016)

A. The Lessor shall provide suitable passenger elevator and, when required by the Government, freight elevator service to any of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in the in this Lease. However, one passenger elevator and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code. The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.

C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.

D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.

E. Interior Finishes: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the LCO. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the LCO.

### 3.17 BUILDING DIRECTORY (APR 2011)

A tamper-proof directory with lock shall be provided in the Building lobby listing the Government agency. It must be acceptable to the LCO.

### 3.18 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent, and replaced at all times during the Lease term when showing signs of wear.

### 3.19 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

### 3.20 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

### 3.21 CEILINGS (APR 2015)

A complete acoustical ceiling system (which includes grid and lay-in tiles or other Building standard ceiling system as approved by the LCO) throughout the Space and Premises shall be required. The acoustical ceiling system shall be furnished, installed, and coordinated with TIs.

A. Ceilings shall be at a minimum 8'6" AFF, 9 feet and 0 inches preferred and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid. Ceiling heights in the IDF or other equipment rooms, shall be a minimum of 8'6" clear and have sufficient space for independent HVAC units or ducting (see IDF Room Requirements in the IRS POR).

B. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TIs, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the TIs. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TIs.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain a minimum of 30% recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

E. INTENTIONALLY DELETED

### **3.22 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (SEP 2013)**

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.

B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, (2) solid core wood, or (3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry.

### **3.23 DOORS: IDENTIFICATION (APR 2011)**

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

### **3.24 WINDOWS (APR 2011)**

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the Building.

### **3.25 PARTITIONS: GENERAL (APR 2015)**

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.26 PARTITIONS: PERMANENT (APR 2015)**

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

### **3.27 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)**

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.



- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

### **3.28 WALL FINISHES – SHELL (SEP 2015)**

- A. All restrooms within the Building common areas of Government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the Government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

### **3.29 PAINTING – SHELL (JUN 2012)**

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, then the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

### **3.30 FLOORS AND FLOOR LOAD (APR 2015)**

- A. All adjoining floor areas shall be of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards, non-slip, and acceptable to the LCO.
- B. Under-floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ABOA SF plus 20 pounds per ABOA SF for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ABOA SF, including moveable partitions. Lessor may be required to provide a report by a registered structural engineer showing the floor load capacity, at the Lessor's expense. Calculations and structural drawings may also be required.
- C. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

### **3.31 FLOOR COVERING AND PERIMETERS – SHELL (SEP 2013)**

- A. Exposed interior floors in primary entrances and lobbies shall be marble, granite, or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO.
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

### **3.32 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

### **3.33 BUILDING SYSTEMS (APR 2011)**

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

### **3.34 ELECTRICAL (JUN 2012)**

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Main distribution for standard office occupancy shall be provided at the

Lessor's expense. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the Space fall below 4 watts per ABOA SF.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

### 3.35 INTENTIONALLY DELETED

### 3.36 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

### 3.37 DRINKING FOUNTAINS (OCT 2016)

On each floor of Government-occupied Space, the Lessor shall provide a minimum of two drinking fountains with chilled potable water within 200 feet of travel from any Government-occupied area on the floor. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

### 3.38 RESTROOMS (OCT 2016)

A. If this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF of office Space, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

B. If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms. Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

C. Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.

8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.

### 3.39 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTP://WWW.EPA.GOV/WATERSENSE/](http://www.epa.gov/watersense/).

### 3.40 JANITOR CLOSETS (SEP 2015)

Janitor closets shall meet all local codes and ordinances. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

### 3.41 HEATING, VENTILATION, AND AIR CONDITIONING - SHELL (OCT 2016)

A. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

B. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

C. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

D. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

E. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

F. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).

G. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

H. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:

1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

### 3.42 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2015)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

#### **3.43 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)**

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

#### **3.44 LIGHTING: INTERIOR AND PARKING - SHELL (OCT 2016)**

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. INTERIOR FIXTURES: High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide, as part of Shell Rent, a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. LIGHTING LEVELS: Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all other Building areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

C. POWER DENSITY:

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. DAYLIGHTING CONTROLS: If the Lease is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in work spaces.

E. OCCUPANCY/VACANCY SENSORS: The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through the building automation system (BAS) throughout the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after the BAS has shutdown the building at the end of the workday.

F. BUILDING PERIMETER:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1.

2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass.

G. PARKING STRUCTURES: The minimum illuminance level for parking structures is 5 foot-candles as measured on the floor with a uniformity ratio of 10:1.

H. **PARKING SENSORS:** If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.

I. **EXTERIOR POWER BACKUP:** Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

### 3.45 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. **Reverberation Control.** Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have an NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have an NRC of not less than 0.85.

B. **Ambient Noise Control.** Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and restrooms; NC 50 in other spaces.

C. **Noise Isolation.** Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:

Conference rooms: NIC 40  
Offices: NIC 35

D. **Testing.** The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

### 3.46 INTENTIONALLY DELETED

### 3.47 INTENTIONALLY DELETED

### 3.48 INTENTIONALLY DELETED

### 3.49 INTENTIONALLY DELETED

### 3.50 INTENTIONALLY DELETED

### 3.51 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2016)

A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

C. All SDS shall comply with Occupational Safety and Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.

E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.

F. **HVAC during Construction:** If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:

1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
2. No permanent diffusers are used;
3. No plenum type return air system is employed;
4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.

G. Flush-Out Procedure:

1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

**3.52 SYSTEMS COMMISSIONING (APR 2011)**

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

**3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)**

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

**3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)**

A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the *GSA Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.

B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.

C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

3.55 INTENTIONALLY DELETED



---

## SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

---

### 4.01 SCHEDULE FOR COMPLETION OF SPACE (OCT 2016)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. INTENTIONALLY DELETED
- B. INTENTIONALLY DELETED
- C. INTENTIONALLY DELETED
- D. INTENTIONALLY DELETED
- E. INTENTIONALLY DELETED
- F. INTENTIONALLY DELETED
- G. INTENTIONALLY DELETED
- H. INTENTIONALLY DELETED
- I. Prior to the effective date of the Lease, February 1, 2018, Lessor shall 1. Furnish and install new carpeting throughout the Premises, in accordance with the Lease requirements, including furniture relocation and replacement, and 2. Repaint the premises, in accordance with Lease requirements.

### 4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

### 4.03 INTENTIONALLY DELETED

### 4.04 INTENTIONALLY DELETED

### 4.05 GREEN LEASE SUBMITTALS (OCT 2016)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs, if applicable.
- B. SDS or other appropriate documents upon request for products listed in the Lease.
- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs, if applicable, to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs, if applicable, that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
2. A description of how commissioning requirements will be met and confirmed.

J. INTENTIONALLY DELETED

K. If renewable source power is purchased, documentation within 9 months of occupancy.

#### **4.06 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)**

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within **5 Working Days** of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within **5 Working Days** of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

#### **4.07 PROGRESS REPORTS (JUN 2012)**

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of **10 Working Days**. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc, that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

#### **4.08 CONSTRUCTION INSPECTIONS (SEP 2015)**

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs, if applicable.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

#### **4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)**

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

#### **4.10 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2015)**

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs, if applicable, is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

E.. All MDF and IDF Rooms must be fully completed 15 working days prior to substantial completion of construction to allow communications wiring and equipment to be installed by the date of substantial construction. This includes finishes, lights, backboards, doors and locks..

#### **4.11 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)**

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

#### 4.12 AS-BUILT DRAWINGS (JUN 2012)

Not later than **30** days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

#### 4.13 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages **\$500.00** for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

#### 4.14 INTENTIONALLY DELETED

#### 4.15 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

---

## SECTION 5 TENANT IMPROVEMENT COMPONENTS

---

### 5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements and Security Requirements, shall be deemed to be TI costs.

### 5.02 INTENTIONALLY DELETED

### 5.03 FINISH SELECTIONS (SEP 2015)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs, if applicable. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

### 5.04 WINDOW COVERINGS (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

B. Draperies:

1. If draperies are required, they shall be part of the TIs and the following minimum specifications shall apply:

a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be floor, apron, or sill length, as specified by the Government, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from the center, right, or left side.

b. Construction. Any draperies to be newly installed shall be made as follows:

- i. Fullness of 100 percent, including overlap, side hems, and necessary returns;
- ii. Double headings of 4 inches turned over a 4-inch permanently finished stiffener;
- iii. Doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
- iv. Three-fold pinch pleats;
- v. Safety stitched intermediate seams;
- vi. Matched patterns;
- vii. Tacked corners; and,
- viii. No raw edges or exposed seams.

c. Use of existing draperies must be approved by the Government.

### 5.05 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi gloss oil-based paint finish with no formaldehyde.

### 5.06 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

### 5.07 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized

removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

#### **5.08 DOORS: IDENTIFICATION (JUN 2012)**

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

#### **5.09 PARTITIONS: SUBDIVIDING (SEP 2015)**

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs, if applicable. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

#### **5.10 WALL FINISHES (JUN 2012)**

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

#### **5.11 PAINTING – TI (SEP 2013)**

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
  - a. Flats: 50 grams per liter (g/L).
  - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
  - a. Varnish: 350 g/L.
  - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
  - a. Waterproofing sealers: 250 g/L.
  - b. Sanding sealers: 275 g/L.
  - c. All other sealers: 200 g/L.
8. Shellacs:
  - a. Clear: 730 g/L.
  - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

#### **5.12 FLOOR COVERINGS AND PERIMETERS (APR 2015)**

A. Broadloom carpet or carpet tiles shall meet the requirements set forth in the specifications below. Floor perimeters at partitions shall have wood, rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.

C. Any alternate flooring shall be pre-approved by the Government.

D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED

1. Product sustainability and environmental requirements. In order to achieve superior performance in multiple environmental attribute areas, carpet must have third party certification in accordance with ANSI/NSF 140 2007e Sustainable Carpet Assessment Standard at a "Gold" level minimum. Carpet manufacturer must supply certificate as part of the procurement documentation.

2. Recycled content: Recycled content is measured by total product weight of pre-consumer and/or post-consumer materials. Recycled content must be at least 10% post-consumer recovered content.

3. Low emitting materials. The carpet and floor adhesive (for glue-down installations) must meet the Green Label Plus (GLP) and floor adhesive (for direct glue down) requirements of the Carpet and Rug Institute (CRI). GLP number must be provided. Adhesives must meet VOC content standards per South Coast Air Quality Management District Rule #1168.

4. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.

5. Performance requirements for broadloom and modular tile:

a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).

b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.

c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.

d. Smoke Density: NBS Smoke Chamber - Less than 450 Flaming Mode when tested under ASTM E-662.

**NOTE**: Testing must be performed in a NVLAP accredited laboratory.

6. Texture Appearance Retention Rating (TARR). Carpet must meet TARR ratings specified below:

Space Definition	Traffic Classification	TARR Classification
Private Offices	Moderate	≥ 3.0 TARR
Training, conference, courtrooms, etc.	Heavy	≥ 3.0 TARR
Open Office, cafeteria, corridors, lobbies	Severe	≥ 3.5 TARR

The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.

7. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.

8. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING (JUN 2012)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION (SEP 2015)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs, if applicable. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely

concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

#### **5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)**

Provide sealed conduit to house the agency telecommunications system when required.

#### **5.17 DATA DISTRIBUTION (JUN 2012)**

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

#### **5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)**

A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or computer vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.

C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.

D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor must coordinate the application of Certification of Occupancy with furniture installation.

#### **5.19 LIGHTING: INTERIOR AND PARKING – TI (SEP 2015)**

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking – Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open office plan (shell) are part of the TIs.

B. **PENDANT STYLE FIXTURES:** If pendant style lighting fixtures are used, the increase between the number of fixtures required in the Building shell and the Space layout is part of the TIs.

C. **MIXED FIXTURES:** DIDs, if applicable, may require a mixed use of recessed or pendant style fixtures in the Space.

D. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease.

#### **5.20 AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)**

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.



---

## SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

---

### 6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (JUN 2012)

A. The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

### 6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

### 6.03 INTENTIONALLY DELETED

### 6.04 UTILITY CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: [www.gsa.gov/ucr](http://www.gsa.gov/ucr))

### 6.05 HEATING AND AIR CONDITIONING (OCT 2016)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. Thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. 100 ABOA SF of the Premises shall receive cooling at all times (24 hrs a day, 365 days a year) for purposes of cooling the designated server room. The peak BTU output of this room is established as 12,000 BTUs. The temperature of this room shall be maintained at a temperature the same as the adjacent office (up to a maximum of 87 degrees F), with humidity control not to exceed 60% relative humidity, regardless of outside temperature or seasonal changes. The number of IDF room(s) is dependent upon the size of the floor; the run length (which cannot exceed 295'); if space is offered on contiguous floors (stacked), and/or if they are in a separate suite, which is not adjacent and/or on the same floor as any other IRS space. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

### 6.06 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or

other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

#### 6.07 JANITORIAL SERVICES (JUN 2012)

The Lessor shall maintain the Premises and all areas of the Property to which the Government has routine access in a clean condition and shall provide supplies and equipment for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.

B. Three times a week. Sweep or vacuum stairs.

C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).

D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.

E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.

F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.

G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.

H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.

I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs. The Lessor will be responsible for cleaning the carpet in the Taxpayer Assistance Center (TAC area) annually. Carpet cleaning will not take place during the filing season, January 1 to April 15<sup>th</sup>.

J. Every two years. Shampoo carpets in all offices and other non-public areas.

K. Every five years. Dry clean or wash (as appropriate) all draperies.

L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

#### 6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Lessor shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

#### 6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

#### 6.10 SNOW REMOVAL (APR 2011)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways and other entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep walkways, sidewalks and parking lots free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

#### 6.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

#### 6.12 MAINTENANCE OF PROVIDED FINISHES (OCT 2016)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every 5 years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:

- a. Backing or underlayment is exposed;
- b. There are noticeable variations in surface color or texture;
- c. It has curls, upturned edges, or other noticeable variations in texture;
- d. Tiles are loose; or,
- e. Tears or tripping hazards are present.

2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every 5 years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.

3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

#### 6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

#### 6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

#### 6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased Space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who

will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.

B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.

C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.

D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.

E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.

F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.

G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.

I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

#### **6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)**

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

#### **6.17 LANDSCAPING (OCT 2016)**

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program)

C. INTENTIONALLY DELETED

#### 6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

#### 6.19 RECYCLING (JUN 2012)

- A. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.
- B. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- C. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

#### 6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

#### 6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract. Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

#### C. DISSEMINATION OF SBU BUILDING INFORMATION:

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.

2. BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b. In person. Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.

3. RECORD KEEPING. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

- a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
- b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;

- c. Contact information for the named individual; and
- d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO.

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88\\_REV1.PDF](http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF) and click on the file name NISTSP800-88\_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.

H. SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts.

## 6.22 INDOOR AIR QUALITY (OCT 2016)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm<sup>2</sup>; mold (see paragraph entitled "Mold"); CO 9 ppm; CO<sub>2</sub> 700 ppm above outdoor air; formaldehyde 0.016 ppm.

B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

### 6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."

B. Initial Testing:

1. The Lessor shall:
  - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
  - b. Report the results to the LCO upon award; and
  - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. Corrective Action Program:

1. Program Initiation and Procedures.
  - a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
  - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
  - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
  - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

### 6.24 RADON IN WATER (JUN 2012)

A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.

B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

### 6.25 HAZARDOUS MATERIALS (SEP 2013)



A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

#### **6.26 MOLD (OCT 2016)**

A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government. The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

#### **6.27 OCCUPANT EMERGENCY PLANS (SEP 2013)**

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

#### **6.28 FLAG DISPLAY (OCT 2016)**

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

---

## SECTION 7    ADDITIONAL TERMS AND CONDITIONS

---

7.01    INTENTIONALLY DELETED

7.02    INTENTIONALLY DELETED

7.03    ADDITIONAL REQUIREMENTS

A. INTENTIONALLY DELETED

B. Payee's phone number is 214-754-8300.

C. The Government acknowledges the following information for the Lessor:

D. The DUNS Number is (b) (4)

a. The Employer Identification Number (EIN) /Taxpayer Identification Number (TIN) (b) (4)

E. INTENTIONALLY DELETED

F. INTENTIONALLY DELETED

G. It is mutually agreed that daytime cleaning is required and the tenant agency personnel must be present in the office while the space is cleaned.

H. It is mutually agreed the Lessor will provide all Lease (RLP) requirements in addition to the special requirements as stated in the lease, which will be further identified on the design intent drawings. These special requirements are included in the annual rent.

I. INTENTIONALLY DELETED

J. The Lessor will comply with all construction and development requirements of the City of Bloomington, MN. Furthermore, the Lessor will meet all Fire and Life Safety requirements as stated in the RLP and Lease contract, along with meeting all local codes specified in local standards.

K. The Lessor shall be prepared to and shall properly dispose of any inert wastes or hazardous waste and toxic substances which are discovered on the site in accordance with Federal Regulations (40 CFR 261-268) and all other applicable Federal, State and Local laws at no additional cost to the Government.

L. INTENTIONALLY DELETED

M. It is mutually agreed that there will be NO exceptions taken to any of the General Clauses, Requirements, RLP Package under this procurement.

N. The Contracting Officer represents the General Services Administration as an agent with authority to enter into the Lease on behalf of the Government and execute this document in his/her official capacity only and not as an individual.

O. The Government assumes no responsibility for any conclusions or interpretations made by the Lessor based on information made available by the Government and/or its contractors. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before execution of this contract unless that understanding or representation is expressly stated in the Lease contract.

P. It is agreed to by the parties hereto that all the terms and conditions of this Lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral, between the Lessor and the Government prior to execution of this Lease are neither applicable nor binding. This agreement may be amended only by written instrument executed by the Lessor and the Government.

Q. INTENTIONALLY DELETED

(b) (5)



### Key Plan - 7th Floor

(b) (5)



**NOTE: FILE COPY, HAS NOT  
BEEN FIELD VERIFIED.**



Client: US Bank Financial Center-1550 American Blvd. East Bloomington, MN Scale: N.T.S. Sheet No.:

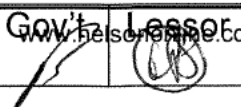
Project: As-Built Plan - Suite 700 Date: 01/12/17

Proj. No.: 14.01463.00 Drawn By: TTL

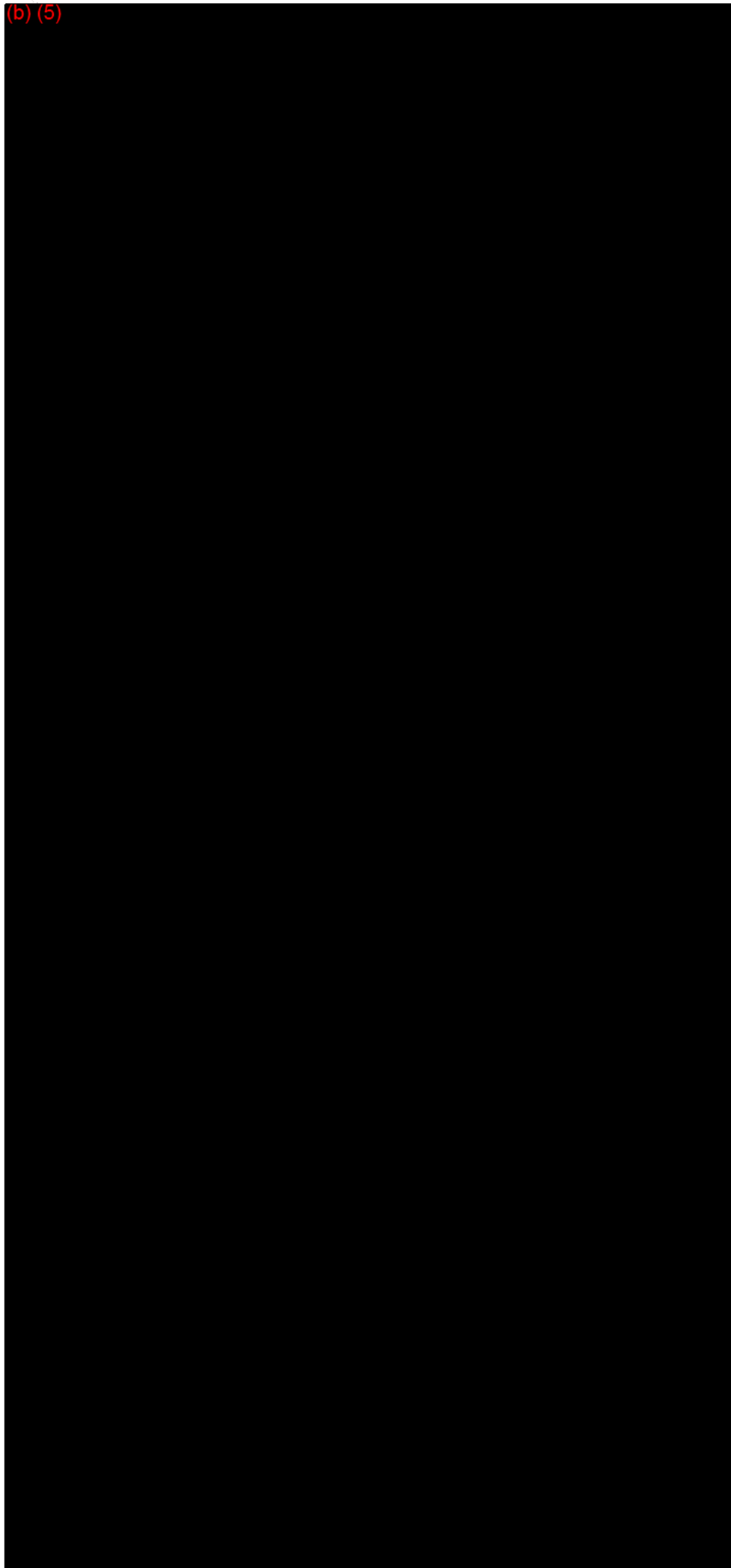
1201 Marquette Avenue South, Suite 200, Minneapolis, MN 55403 Phone (612) 822-1211 Fax (612)822-1006 [www.nelsonacore.com](http://www.nelsonacore.com)



**AB-700**  
Initials

Gov't Lessor



(b) (5)



Initials	
Gov't	Lessor
	

# EXHIBIT B

**PROGRAM OF REQUIREMENTS**  
**IRS SPACE ACQUISITION PROJECT REQUIREMENTS**  
***Bloomington, MN (GS-05P-LMN19334) FIELD OFFICE***

This EXHIBIT B contains both additional IRS requirements and clarification to requirements addressed in the Request for Lease Proposal (RLP) and the Lease No. GS-05P-LMN19334 (Form L100).

## **I. GENERAL REQUIREMENTS**

### **Request for Lease Proposals (RLP)**

**A.** To demonstrate potential for efficient layout, the Offeror may be required to provide a test fit layout at the Offeror's expense when the space offered contains certain features such as:



- narrow column spacing;\*
- atriums, light wells, or other areas interrupting contiguous spaces;
- extremely long, narrow runs of space;
- irregular space configurations; or
- other unusual building features.

\* Column Spacing – Column spacing must be a minimum of 25 feet on center. If only a small percentage of the columns do not meet the 25 ft. requirement, the Contracting Officer MAY determine the space can be solicited.

The government will advise the Offeror if the test fit layout demonstrates that the government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA office area (usable) square footage offered, provided that it does not exceed the maximum ANSI/BOMA office area (usable) square footage in this RLP. If the Offeror is already providing the maximum ANSI/BOMA office area (usable) square footage and cannot house the government's space requirements, then the government will advise the Offeror that the offer is unacceptable.

**B.** All MDF and IDF Rooms must be fully completed 15 working days prior to substantial completion of construction to allow communications wiring and equipment to be installed by the date of substantial completion. This includes finishes, lights, backboards, doors and locks.

**C.** 15 public parking spaces must be available for Taxpayer Assistance Center (TAC) visitors (taxpayers). (IRS requires that public parking must be available for (TAC) visitors - taxpayers: Three visitor parking spaces should be available for each Taxpayer Assistor position within one block of the office location. The Bloomington location will have 4 Taxpayer Assistor positions.)

Initials	
Gov't	Lessor
	

## **II SPACE REQUIREMENTS**

**Configuration.** Contiguous, above-ground space is requested, except as noted below. If all space cannot be contiguous, then 2500 usable square feet for the Taxpayer Assistance Center (TAC) may be located in a separate block elsewhere in the building.

IRS TAC is a public contact function and must be physically separated from other IRS employee office space. IRS Interview Rooms are also a public contact function and adjacency between Interview Rooms and the general office space is desirable. Perimeter security controls (access control card readers, etc.) will be provided by IRS to prevent taxpayers and other members of the public from entering IRS employee office space. Public contact functions for St. Louis Park include:

- Taxpayer Assistance Center (TAC) 2500 usf
- Interview Rooms 4 interview rooms @ 140 usf = 560 usf
- General Office Reception Phone Vestibule: 1 @ 140 usf on each floor of contiguous space

Provide 3200 useable square feet for these functions. These public contact functions must be located near an elevator lobby or public entrance, where entry is plainly visible to visitors.

Non-contiguous space must be provided with a secure pathway (route) for connectivity between IRS spaces. Wiring must be secured in metal conduit or risers with bushings. If space is on more than one floor, adjacent floors are preferred. Telecommunications Rooms and Closets (MDF and IDF) should be stacked for efficient and secure vertical distribution of cabling.

### **Entry/Egress.**

Public and employee building entries should be separate. Means of egress are determined by applicable codes and regulations. Separate suite entries are required for the following functions:

- Taxpayer Assistance Center (TAC)
- General Office areas

**Access to IRS Space** – No one may enter IRS space without being accompanied by an authorized IRS employee. No keys, key cards, cipher lock codes, etc. can be in the possession of anyone but IRS Facilities and/or local IRS authorized employees.

**Support Areas** – Restrooms, mechanical, electrical, building telecommunication, janitorial closets, etc. must be located outside IRS' secure space. If a support area cannot be outside IRS space, the Contracting Officer MAY determine that the space is acceptable and can be solicited.

**Rest Rooms.** The base building must provide common area restrooms that comply with specifications in the RLP/lease or all applicable local codes. They must be located on each floor that the tenant agency occupies and be within 200' of the tenant suite entry or entries. Rest rooms shall not be located within IRS tenant space. IRS shall not pay for construction of rest rooms for use by either employees or visitors.

**Electrical Panels.** Must be secured within electrical closet/s. No electrical panels can be installed within IRS' space.

**Ceiling heights.** General office space shall have a ceiling height of a minimum 8'-6" AFF; 9'-0" is preferred. Ceiling Heights in the MDF, IDF or other equipment rooms shall be a minimum of 8'-6" clear and have sufficient space above the ceiling for independent HVAC units or ducting (see IDF Room Requirements).

**Floor Loads.** Equipment in the MDF Room will typically range from 50-200 lbs. per square foot.

- The TAC has a safe that weighs 285 lbs. unloaded.

Initials	
Goy't	Lessons

## **TELECOMMUNICATIONS REQUIREMENTS**

IRS St. Louis Park will have IDF(s). Please include the information below.

### **Telecommunications Closet (TC or IDF)**

The TC/IDF wiring closet contains telecommunications equipment, cable, wire and fiber terminations and associated cross-connection wiring and hardware. It serves as a transition point between the backbone and horizontal distribution wire, cable and fiber optics. All cables from the workstation interface and all backbone copper cables connect in the TC/IDF to the patch panel (or 110 block) and fiber optic cable connector/panels (FOCP) for fiber optics.

**Location.** Locate the TC/IDF(s) as close as practical to the center of the area served and preferably on a common corridor. A TC/IDF should be located on each floor of a multi-story office, and placed, as necessary for large single-story buildings so that the wire runs are no more than 295 feet from the workstation interface to the telecommunications closets.

TC/IDF(s) must not share space with electrical generators, HVAC or any other equipment not associated with telecommunications that would generate ElectroMagnetic Interference (EMI). EMI is the interference in signal transmission or reception resulting from the radiation of electrical or magnetic fields. Security and fire alarm control panels, as well as Q-Matic and other non-communications equipment, shall not be installed in the communications room.

**Size.** Based on the recommended 10' x 10' (100 square feet) grid size, Figure 8.7-1 displays the telecommunications closet size in proportion to the serving area.

Serving Area	Feet	IDF Closet Size
10,000 square feet	10 x 11	110 square feet
8,000 square feet	10 x 9	90 square feet
5,000 square feet	10 x 7	70 square feet

### **Grid Size and Closet Size Guidelines**

**Partitions.** Each TC/IDF shall be one-hour fire rated, in accordance with NPFA (National Fire Protection Association) 75, Standard for the Protection of Electrical Computer/Data Processing Equipment. This includes partitions, ceiling, doors and frames. For security purposes, there shall be no windows and all solid partitions must run slab-to-slab (see "Ceiling"). HVAC passing into or through the TC/IDF shall be equipped with automatic closing fire dampers.

**Floors.** Avoid dust and static electricity by installing anti-static tile floor covering or seal the uncovered concrete with an approved sealant.

**Ceiling.** The minimum ceiling height is 8'-6". Avoid false ceilings if possible. Provide adequate openings through beams and other obstructions for conduits into the accessible ceiling space. Avoid overhead drains or water pipes in the ceiling area or slab floor above.

**HVAC.** The temperature shall be maintained the same as the adjacent office area, up to a maximum of 87 degrees Fahrenheit. If, in the design stage, it is known there are special requirements such as heat-producing equipment to be housed in the closet, then a sufficient number of fans should be provided to dissipate the heat.

**Penetrations.** The quantity of sleeves shall be one 4-inch (diameter) sleeve per every 100,000 square feet of useable floor space served by the backbone cabling system, plus two spare sleeves for a minimum of three sleeves. Sleeves through the floor shall be adjacent to the door and should not obstruct wall terminating space. Sleeves shall be properly fire-stopped per the applicable codes.

Two each 4" riser/conduit sleeves between each TC/IDF are required. Sleeves or openings through the telecommunication room floor should be adjacent to the door.

Initials	
Gov't	Lesson



**Electrical.** Provide a minimum of two dedicated 15 amp, 110 V AC duplex electrical outlets, on separate circuits. Other duplex outlets may be placed at six foot intervals around the perimeter walls, at a height in compliance with National Electrical Code (NEC) or local codes. The outlets should be connected to an emergency power source if available. No electrical panels or circuit breakers may be installed inside the IDF(s); panel boards serving the IDF shall have TVSS protection.

When there is more than one telecommunications closet on a floor, consideration should be given to interconnecting the closets with a minimum of one 3-inch conduit or equivalent. Consideration should be given to the proximity of the closets to the TR/MDF, the amount of closets involved, and the telecommunication system to be installed.

The bonding and grounding requirements of ANSI/TIA/EIA-607 shall be followed. Refer to grounding requirements in the Electrical section under the MDF Telecommunications Room.

**Lighting** shall be a minimum of 50-foot candles measured 3 feet above the finished floor and mounted at a minimum of 8'-6" above the finished floor.

**Fire protection.** There must be sufficient fire extinguishers and other safety-related equipment available, such as a fire sprinkler system and smoke detectors, in accordance with GSA and NFPA Fire and Life Safety regulations. Comply with applicable NFPA codes, including NFPA 101, NFPA 10, NFPA 13, NFPA 72 and NFPA 75. Comply with local building codes. It is not the intention of the IRS to require fire protection over and above applicable codes. If sprinkler systems are required within the telecommunications equipment area, the heads shall be provided with wire cages to prevent accidental operation. Drainage troughs shall be placed under the sprinkler pipes to prevent leakage into the equipment within the room.

**Demarcation Board.** Line one side of the room walls with 3/4 inch by 8-ft plywood. Fire protection, if required, shall be provided per applicable code and furnished by GSA.

#### **SECURITY REQUIREMENTS**

Security control and power distribution boxes and panels shall be located in secured rooms within IRS demised space. In smaller offices, MDF or IDF Rooms may be approved to house this equipment, depending on their exact condition. In offices larger than 30,000 square feet, a separate Security Closet is required. Secured Rooms shall have a light and AC receptacle on the emergency circuit. Electrical and utility boxes shall be NEMA-rated, lockable and provided with tamper protection. Signal conductors must be fully supervised.

**Security Closets.** Where required, Security Closets should be centrally located, but distant from areas that may contribute to detrimental environmental conditions, such as kitchens or rest rooms. In multi-story buildings, a Security Closet shall be located on each floor where IRS is located.

Partitions shall extend from slab to slab and have a minimum one-hour fire rating. Doors shall be 3'-0" x 6'-8" or larger, 45 minute fire rated and fitted with a closer and dead bolt lock (or card reader with electric strike) and lever handle. Ceilings shall be a minimum of 8'-6" AFF, acoustic ceiling tile with vinyl covered face and vapor barrier backing, a minimum NRC of 0.70, light reflectance of 0.75 and flame spread of 25. Provide one each demarc board of rigidly fixed, 4'-0" x 8'-0," fire rated, 3/4," void-free, A-C plywood, finished with fire retardant paint; install at 6" AFF in a location to be designated on the government approved design drawings.

Security Closets shall be provided with 100 CFM of house air and return during normal operating hours of the building HVAC system. Air distribution from the building HVAC system shall be via 2' x 2' perforated ceiling supply air diffuser, or smaller, complete with dampers and adjustable direction airflow devices and one return air unit, similar to the supply diffusers in appearance and quality. All mechanical openings of the Security Closet perimeter will maintain the integrity of the fire resistance walls, floors and ceilings.

A wet pipe sprinkler system shall be provided for the Security Closet, in accordance with NFPA 13, as modified by the GSA/PBS Facilities Standards, IBC or locally adopted code. Security Closets located in buildings not required to be sprinklered by the IBC or local code need not be provided with automatic fire suppression.

Initials	
Gov't	Lesson

Lighting shall be a minimum of 50 fc measured at 30" AFF. Fixtures shall be 2' x 4' recessed, with parabolic, low brightness type lens. Provide on/off switch for the Security Closet. Provide exit lights with emergency heads and battery.

Electrical receptacles and equipment shall be connected to the emergency power source. Provide a minimum of four (4) NEMA 5-20R receptacles, each on a dedicated circuit tied to the emergency power source (generator or UPS). Electrical panels serving IRS security system circuits shall not be accessible to other tenants or non-IRS personnel. Grounding shall be provided in accordance with NFPA and local code requirements. At a minimum, the building shall be grounded in accordance with NFPA 70, Article 6. Where isolated ground receptacles are provided, separate green insulated grounding conductors shall be provided, in addition to the required grounding conductor. Isolated grounding conductors shall have a stripe on the insulation to distinguish these conductors from the regular equipment grounding conductors.

**Entry control.** Entry/egress door control may include locks and keys, card key system or electronic combination locks. If the Government is the sole occupant of a floor or floors, security devices shall be installed to prevent any elevator or stairwell door from opening into the Government's leased space before or after normal working hours. The control of any such device shall rest with the Government.

All ground floor, exterior windows shall be treated with shatter-resistant material, not less than 0.18 millimeters (7 mil) thick. Exterior window systems shall conform to a minimum glazing performance condition of "3B" for a high protection level and low hazard level. Refer to the GSA RLP and associated documents for certification requirements.

Large POD's, with large populations, may require entry control with walk-through metal detectors and x-ray screening. Security Specialists will consult with the Project Team when these requirements exist.

**Perimeter security.** Intrusion detection and/or CCTV monitoring may be specified on a case-by-case basis. Intrusion detection, if required, shall be integrated into the facility security management system, and with other security systems, such as CCTV. The system will be connected to a Federal Protective Service central monitoring station.

**Duress Alarm:** Duress alarms are provided wherever there are public contact areas, such as a TAC or interview room. Duress alarm activation buttons are wall or counter mounted and inset on the face of the mounting in order to prevent unintentional activation. Once activated, the button must be reset with a key. One button shall be placed in each interview room and TAC workstation. Additional buttons may be required at locations to be determined on the Government-approved floor plan.

The alarm panel(s) - controls, power supply, etc. - should be located in the designated, secured room. Recess and mount the panel flush with a drywall surface. All wiring for the alarm system must be recessed within the drywall. No visible, surface mounted wiring or conduit is allowed. The duress alarm system must be installed as recommended by the manufacturer and meet or exceed the applicable local codes.

No audible alarm or strobe light will be installed. The purpose of the duress alarms is to notify the authorities, without notifying or alarming people in the area.

Initials	
Gov't	Lessof

# EXHIBIT C

---

## SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

---

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

---

### DEFINITIONS:

**CRITICAL AREAS** - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

**SENSITIVE AREAS** – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

---

### FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

#### FACILITY ENTRANCES AND LOBBY

##### EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

#### COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

##### PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

Initials	
Gov't	Lessor

# EXHIBIT C

## SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

## VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

## INTERIOR (GOVERNMENT SPACE)

### DESIGNATED ENTRANCES (SHELL)

The Government shall have a designated main entrance.

### IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

### FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

## SITES AND EXTERIOR OF THE BUILDING

### SIGNAGE

Initials	
Gov't	Lessor

# EXHIBIT C

## **POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)**

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

## **POSTING OF REGULATORY SIGNAGE (SHELL)**

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

## **LANDSCAPING**

### **LANDSCAPING REQUIREMENTS (SHELL)**

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

### **CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)**

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

## **HAZMAT STORAGE**

If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

## **PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES**

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

## **SECURITY SYSTEMS**

### **CLOSED CIRCUIT TELEVISION SYSTEM (CCTV)**

#### **LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE**

The lessor shall design, install, and maintain a Closed Circuit Television (CCTV) system as described in this section. The CCTV system will support the entry control system (at entrances and exits to the space), with time lapse video recording, that will allow Government employees

Initials	
Gov't	Lessor

# EXHIBIT C

to view and communicate remotely with visitors before allowing access to the Space. As determined by the Government the CCTV system shall provide unobstructed coverage of designated pedestrian entrances and exits. Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. CCTV system testing and acceptance shall be conducted by the Government prior to occupancy. The CCTV system shall comply with the Architectural Barriers Act, section F230.0. The Government will centrally monitor the CCTV system. Government specifications are available from the Lease Contracting Officer. CCTV system components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

## INTRUSION DETECTION SYSTEM (IDS)

### LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain an Intrusion Detection System (IDS) as described in this section. The Government requires an IDS, which will cover perimeter entry and exit doors, and operable ground-floor windows. Basic Security-in-Depth IDS components include: magnetic door switch(s), alarm system keypad, passive infrared sensor(s) (PIR), an alarm panel (to designated monitoring center) and appropriate communication method i.e. telephone and/or Internet connection, glass-break detector, magnetic window switches or shock sensors.

Technical review of the proposed system shall be coordinated with the Government security representative, at the direction of the Lease Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy.

Basic Security-in-Depth IDS shall be connected to and monitored at a central station operated by the Department of Homeland Security Megacenter. Emergency notification lists shall be coordinated with the monitoring station to include all applicable Government and lessor points of contact. Monitoring shall be designed to facilitate a real-time detection of an incident, and to coordinate an active response to an incident. The Lessor must complete the Megacenter Alarm Requirements (MAR) application process specified by the Government to meet the monitoring

Initials	
Gov't	Lessor

# EXHIBIT C

requirements for a functional IDS. Components which fail or require maintenance or which fail during testing shall be serviced in accordance with the Security System Maintenance Criteria listed below..

**Security System Maintenance Criteria:** The Lessor, in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative, shall implement a preventive maintenance program for all security systems the Lessor has installed. Any critical component that becomes inoperable must be replaced or repaired by the Lessor within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

## DURESS ALARM

### LESSOR PROVIDED DESIGN, INSTALLATION, AND MAINTENANCE

The Lessor shall design, install, and maintain a duress alarm system as described. Technical review shall be coordinated with the Government security representative, at the direction of the Contracting Officer, prior to installation. System testing and acceptance shall be conducted by the Government prior to occupancy. This system shall comply with the Architectural Barriers Act, section F230.0.

The Lessor in consultation and coordination with the security provider and Government shall conduct security system performance testing annually. Testing must be based on established, consistent agency-specific protocols, documented and furnished to the Contracting Officer. Components which fail or require maintenance or which fail during testing should be serviced in accordance with the Security System Maintenance Criteria listed below.

**Security System Maintenance Criteria:** The Lessor in consultation and coordination with a security provider, either internal or external, as determined by the Lease Contracting Officer, and the Government security representative shall implement a preventive maintenance program for all security systems they have installed. Any critical component that becomes inoperable must be replaced or repaired within 5 business days. Critical components are those required to provide security (IDS, CCTV, access control, etc.) for a perimeter access point or critical area. "Replacement" may include implementing other temporary measures in instances where the replacement or repair is not achievable within the specified time frame (e.g. a temporary barrier to replace an inoperable pop-up vehicle barrier, etc.). Failure by the Lessor to provide sufficient replacement measures within the timeframe identified above may result in the Government's providing guard service, the cost of which must be reimbursed by the Lessor.

Initials	
Gov't	Lessor



# EXHIBIT C

## STRUCTURE

### WINDOWS

#### SHATTER-RESISTANT WINDOW PROTECTION

The Lessor shall provide and install, shatter-resistant material not less than 0.18 millimeters (7 mil) thick on all exterior windows in Government-occupied space meeting the following properties - Film composite strength and elongation rate measured at a strain rate not exceeding 50% per minute shall not be less than the following:

- Yield Strength: 12,000 psi
- Elongation at yield: 3%
- Longitudinal Tensile strength: 22,000 psi
- Traverse Tensile strength: 25,000 psi
- Longitudinal Elongation at break: 90%
- Traverse Elongation at break: 75%

THE ALTERNATIVE METHOD is for the Lessor to provide a window system that conforms to a minimum glazing performance condition of "3b" for a high protection level and a low hazard level. Window systems shall be certified as prescribed by WINGARD PE 4.3 or later to GSA performance condition 3b (in accordance with the GSA Standard Test Method for Glazing and Window Systems Subject to Dynamic Loadings or Very Low Hazard (in accordance with ASTM F 1642, Standard Test Method for Glazing or Glazing Systems Subject to Air Blast Loading) in response to air blast load of 4 psi/28 psi-msec.

If the Lessor chooses the Alternative Method, they shall provide a description of the shatter-resistant window system and provide certification from a licensed professional engineer that the system as offered meets the above standard. Prior to installation, this will be provided for evaluation by the Government, whose approval shall not be unreasonably withheld.

## OPERATIONS AND ADMINISTRATION

#### LESSOR TO WORK WITH FACILITY SECURITY COMMITTEE (FSC) (SHELL)

The Lessor shall cooperate and work with the buildings Facility Security Committee (FSC) throughout the term of the lease.

#### ACCESS TO BUILDING INFORMATION (SHELL)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency

Initials	
Gov't	Lessor

# EXHIBIT C

operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of -Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

Lessor shall have emergency plans and associated documents readily available in the event of an emergency.

Initials	
Gov't	Lessor

# EXHIBIT D

## GENERAL CLAUSES (Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS:

  
LESSOR

&   
GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:  &   
LESSOR GOVERNMENT

**GENERAL CLAUSES**  
(Acquisition of Leasehold Interests in Real Property)

**1. SUBLETTING AND ASSIGNMENT (JAN 2011)**

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

**2. 552.270-11 SUCCESSORS BOUND (SEP 1999)**

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.



**3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)**

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:  &   
LESSOR GOVERNMENT

**4. 552.270-24 STATEMENT OF LEASE (SEP 1999)**

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

**5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)**

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

**6. 552.270-26 NO WAIVER (SEP 1999)**

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

**7. INTEGRATED AGREEMENT (JUN 2012)**



This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

**8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)**

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

**9. DELIVERY AND CONDITION (JAN 2011)**

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

INITIALS:  &   
LESSOR GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

#### 10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

INITIALS:  LESSOR &  GOVERNMENT



**11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)**

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

**12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)**

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

**13. FIRE AND CASUALTY DAMAGE (JUN 20126)**

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

**14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)**

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

INITIALS:  &   
LESSOR GOVERNMENT

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

**15. 552.270-12 ALTERATIONS (SEP 1999)**

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

**16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)**

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

**17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**

*This clause is incorporated by reference.*

**19. 552.270-31 PROMPT PAYMENT (JUN 2011)**

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

INITIALS:  &   
LESSOR GOVERNMENT

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

INITIALS:

  
LESSOR

&

  
GOVERNMENT

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

## **20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

## **21. PAYMENT (MAY 2011)**

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

INITIALS:  LESSOR &  GOVERNMENT

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is:  $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

**22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

*This clause is incorporated by reference.*

**23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)**

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

*This clause is incorporated by reference.*

**24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

*This clause is incorporated by reference.*

INITIALS:

  
LESSOR

&

  
GOVERNMENT

**26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

*This clause is incorporated by reference.*

**27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)**

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

**28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)**

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

INITIALS:  &   
LESSOR GOVERNMENT

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

**29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)**

(Applicable when cost or pricing data are required for work or services over \$750,000.)

*This clause is incorporated by reference.*

**30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)**

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed;

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

INITIALS:  &   
LESSOR GOVERNMENT

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

### 31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

### 32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

### 33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*

INITIALS: CSB & JS  
LESSOR GOVERNMENT



**34. 52.233-1 DISPUTES (MAY 2014)**

*This clause is incorporated by reference.*

**35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

*This clause is incorporated by reference.*

**36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

*This clause is incorporated by reference.*

**37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**

(Applicable to leases exceeding the micro-purchase threshold.)

*This clause is incorporated by reference.*

**38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)**

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)**

(Applicable to leases \$150,000 or more, total contract value.)

*This clause is incorporated by reference.*

INITIALS:  LESSOR &  GOVERNMENT

41. **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**  
(Applicable to leases over \$35,000 total contract value.)  
*This clause is incorporated by reference.*
42. **52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**  
(Applicable if over \$750,000 total contract value.)  
*This clause is incorporated by reference.*
43. **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**  
(Applicable to leases over the Simplified Lease Acquisition Threshold.)  
*This clause is incorporated by reference.*
44. **52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
45. **52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**  
(Applicable to leases over \$700,000 total contract value.)  
*This clause is incorporated by reference.*
46. **52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**  
(Applicable if over \$30,000 total contract value.)  
*This clause is incorporated by reference.*
47. **552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**  
(Applicable if over \$700,000 total contract value.)  
*This clause is incorporated by reference.*

INITIALS:

  
LESSOR

&

  
GOVERNMENT

# EXHIBIT E

<b>ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)</b>	<b>Request for Lease Proposals Number</b> GS-05P-LMN19334	<b>Dated</b> 01-13-2017
--	--	----------------------------

Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

## 1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).
- (2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.
- ☒ Registration Active and Copy Attached

## 2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

- (a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that—
  - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
  - (2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Contractor represents that—
  - (1) It is ☐ is not ☒ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

Initials	
Gov't	Lessor

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is ☐ is not ☒ a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

**3. OFFEROR'S DUNS NUMBER**

(a) Enter number (b) (4)

(b) An offeror may obtain a DUNS number (i) via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) LSREF4 Bison, LLC 2711 N Haskell Ave., Suite 1700 Dallas, Texas 75204 (b) (6) Signature Laura P. Sims, Vice President	TELEPHONE NUMBER (214) 754-8300  January 12, 2016 Date
--	---	--

Initials	
Gov't	Lessor

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 1  TO LEASE NO. GS-05P-LMN00103
ADDRESS OF PREMISES <b>US Bank Financial Center</b> <b>1550 American Blvd, East</b> <b>Bloomington, MN 55425-1165</b>	PDN Number:

**THIS AMENDMENT** is made and entered into between **LSREF4 Bison LLC**

whose address is: 2711 N. Haskell Ave.  
 Suite 1700  
 Dallas TX 75204-2922

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to change the Lease Number.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective February 1, 2018 as follows:

GSA lease No. GS-05P-LMN19334 is hereby amended to and known as lease No. GS-05P-LMN00103. All documents contained therein or by reference are amended accordingly.

**END OF LEASE AMENDMENT 1**

This Lease Amendment contains 1 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: Christopher A Bernick  
 Title: Senior Real Estate Manager  
 Entity Name: CBRE - Agent for Owner LSREF4 Bison  
 Date: 2/13/2018

**FOR THE GOVERNMENT:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: JASON BAZARKO  
 Title: Lease Contracting Officer  
 GSA, Public Buildings Service,  
 Date: 2/15/18

**WITNESSED FOR THE LESSOR BY:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: Matthew A Swanson  
 Title: Real Estate Manager  
 Date: 2/13/2018

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 2  TO LEASE NO. GS-05B-00103
ADDRESS OF PREMISES <b>US Bank Financial Center</b> <b>1550 American Blvd, East</b> <b>Bloomington, MN 55425-1165</b>	PDN Number: PS0040865

**THIS AMENDMENT** is made and entered into between **LSREF4 Bison LLC**

whose address is: 2711 N. Haskell Ave.  
 Suite 1700  
 Dallas TX 75204-2922

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease to provide a Notice to Proceed for various alterations to the Government's space on 5th and 7th floors of the subject building.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

1) You are hereby authorized to proceed with construction alterations on the 5th and 7th floors, scope described in attached exhibits as; Exhibit 'A' (CBRE Proposal - 2 Pages), Exhibit 'B' (Statement of Work - 8 Pages), Exhibit 'C' (Suite 500 Drawing - 7 Pages), Exhibit 'D' (Suite 700 Drawing - 7 Pages), in the total amount not to exceed (b) (4) total cost includes all Lessor fees, overhead and profit. Per this Lease Amendment the proposal has been reviewed and found fair and reasonable.

You are hereby authorized to proceed with space design for alterations:

This Lease Amendment contains 26 pages: LA No. '2' (2 Pages), Exhibit 'A' (CBRE Proposal - 2 Pages), Exhibit 'B' (Statement of Work - 8 Pages), Exhibit 'C' (Suite 500 Drawing - 7 Pages), Exhibit 'D' (Suite 700 Drawing - 7 Pages),

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: Christopher A Bernick  
 Title: Agent for LSREF4 Bison, LLC  
 Entity Name: CBRE, Inc  
 Date: 4/5/2018

**FOR THE GOVERNMENT:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: Kimberly S Gill  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service,  
 Date: 4/6/18

**WITNESSED FOR THE LESSOR BY:**

(b) (6)  
 Signature: \_\_\_\_\_  
 Name: Matthew A Swanson  
 Title: Real Estate Manager CBRE  
 Date: 4/5/2018



The total amount of (lump sum payment) of (b) (4) will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Regarding the lump sum payment for this project, please follow these instructions:

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy provided to the GSA Project Manager. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX, 76102-0181

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0040865.

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Project Manager at the following address:

General Services Administration  
ATTN: Justin Weingartz  
230 South Dearborn Street, Suite 3300  
Chicago, IL 60604

All other terms and conditions of the current lease shall remain in force and effect.

LESSOR  
INITIALS: CB & KG GOV'T

# EXHIBIT A

COMMERCIAL REAL ESTATE SERVICES

# CBRE

Christopher Bernick  
Senior Real Estate Manager

CBRE, Inc.  
Asset Services

800 LaSalle Ave  
Suite 1900  
Minneapolis, MN 55402

+1 952 924 4686 Tel  
+1 763 226 3953 Cell

christopher.bernick@cbre.com  
www.cbre.com

US Bank Building  
1550 American Blvd  
Bloomington, MN

Dear Mr. Weingartz:

We hereby submit specifications and estimates for:

- All work has been priced to be performed after normal working hours, 5:00 p.m. to 7:00 a.m. while space is vacant.
- This proposal assumes that all existing conditions and equipment to remain and serve the needs of the project site exists in good working order and comply with code requirements.
- These prices are subject to change due to city's approval.
- Hidden conditions discovered during the project which requires additional cost will be priced and approved prior to proceeding with the work.

NO ENGINEERED DRAWINGS FOR PERMIT ARE INCLUDED IN THIS PROPOSAL AMOUNT. No SAC/WAC included.

Demo: drywall and doors.

Drywall: 6-phases/off hours. Metal stud framing to grid. Tape and sand. Install hollow metal frame

Skim coating to paint grade.

Sprinklers: modify the existing fire protection system for the office remodel work.

Doors: (7) new oak doors – prefinished. (5) welded 18" sidelight frames. (2) welded single frames.

closers. (2) electric strikes. Installation of doors and hardware.

HVAC: add and relocate for new offices.

Electrical: labor and materials for wiring the new offices.

Acoustical ceiling: cut ceiling tile to new walls built to existing grid.  
Insulate above new walls built to existing grid.

Clean up; dumpster; permit; supervision; ResComm.

Additional Overtime Labor Hours to meet 1 June Deadline

CBRE Project Management Fee

(b) (4)

LESSOR

GOV'T

INITIALS:

CB

&

19



April 2<sup>nd</sup>, 2018  
GSA Proposal for Work.  
LSREF4 Bison, LLC  
Page 2

\*NO LOW VOLTAGE WIRING FOR PHONE/DATA. NO SECURITY WIRING INCLUDED  
IN PROPOSAL AMOUNT.

We propose hereby to furnish material and labor - complete to accordance with above  
specifications for the sum of:

(b) (4)

Payment to be made as follows:

Total proposal due at the completion of ResComm Construction's work.

All material is guaranteed to be as specified.

All work to be completed in a workman like manner according to standard  
practice.

Any alterations or deviations above specifications involving extra costs will be executed  
only upon written orders and will become an extra cost over and above the estimate.

Authorized Signature:

\_\_\_\_\_  
Note: This proposal may be withdrawn by us if not accepted in 30 days.  
-----

Sincerely,

Christopher A Bernick  
CBRE Senior Real Estate Manager  
Agent for Owner; LSREF4 Bison, LLC

LESSOR  
INITIALS: CB

&

GOV'T  
KG

# EXHIBIT B

Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424



December 13, 2017

Project Title: IRS Bloomington Brooklyn Center Consolidation Project

IRS Project Number: KAN15003PM

IRS Project Name: KAN-MN1675 BLM-LSE-CON-CL

Location: GSA Bldg. # MN1675, 5<sup>th</sup> floor and partial 7<sup>th</sup> floor, US Bank Building, 1550 American Boulevard East, Bloomington MN 55425

Project Description/Background: The IRS is closing its Brooklyn Center MN Post-of-Duty and relocating all Brooklyn Center staff and operations into the IRS Bloomington MN space footprint.

Project Objective: Complete the necessary demolition and construction to incorporate the IRS Brooklyn Center staff and operations into the Bloomington location, as described in the Scope of Work (SOW) that follows.

Project completion date is scheduled for No Later Than (NLT) June 4, 2018; therefore, all requirements must be scheduled accordingly and phased to meet this date.

The Internal Revenue Service requests that the following work be contracted through GSA. Selected contractor shall provide all materials, labor and services to complete the project, and all work is to be performed in an efficient and professional manner. A detailed construction schedule prior to commencement of the work is required.

PDF and AutoCAD drawings of the space referenced in this Scope of Work (SOW) are attached for reference. GSA/lessor/contractors shall comply with IRS standards and requirements as described.

Site Visit: A site-visit is required to accurately submit a proposal. It is the responsibility of the contractor to visit the site and to become fully acquainted with all conditions which may affect the successful completion of the work. The contractor shall be deemed to have thoroughly investigated the site and to have identified all potential issues or discrepancies prior to contracting for the work.

IRS project managers will coordinate required site visits. Subsequent site visits and/or inspections will also be coordinated through the IRS Project Managers.

IRS Project Manager Contact Information:

Chris Short 651-270-0256 [chris.l.short@irs.gov](mailto:chris.l.short@irs.gov)

Joan Brenno 952-649-7365 [joan.k.brenno@irs.gov](mailto:joan.k.brenno@irs.gov)

Project to be done after-hours, late afternoons & evenings to minimize disruption to IRS employees and other building tenants and customers, and to mitigate any potential environmental impact upon employees.

LESSOR  
INITIALS: CB & KG GOV'T

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

It is the Selected Contractor's responsibility to safeguard the exterior and interior of the building from damage while working on the project. It is the Selected Contractor's responsibility to safeguard IRS space and property from damage while working on the project. The Selected Contractor shall assume responsibility for damage to both the building and to IRS space and property, should it occur during the course of the project.

Use of environmentally safe and either no or low-VOC materials is required. MSDS for all materials used throughout the project shall be provided to GSA and to IRS project managers. Recommendations for Level II alterations in the attached IRS Proactive Construction Impact Assessment (PCIA) information should be followed. PCIA checklist is to be performed pre-, during and post-construction. Separation of on-site employees and equipment from demolition/construction areas with temporary barriers such as poly draping, etc., is mandatory.

The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor. Should any unforeseen or site-specific safety-related factor, hazard, or condition become evident during the performance of work at this site, it shall be the Contractor's responsibility to bring such to the attention of the IRS Project Managers, Chris Short and Joan Brenno, both verbally and in writing, as quickly as possible for resolution. In the interim, the Contractor shall take prudent action to establish and maintain safe working conditions and to safeguard tenants, employees, the public, and the environment.

Security: Selected Contractor and contractor's employees & subcontractors must have uniform or visible identifying tag or badge and carry a picture ID always. Possession and/or use of firearms, alcoholic beverages, or drugs on Government premises are prohibited. Cameras are not allowed on site unless the Government issues an appropriate camera pass. Vehicles, persons, and property entering Government property are subject to search. The Government reserves the right to remove from the site any employee of the Contractor or Sub-Contractor whom the Government deems incompetent, careless, insubordinate, or otherwise objectionable or whose continued employment on this contract is deemed by the Government to be contrary to the public interest. The Government reserves the right to close down the job site and order Contractor personnel off the premises in case of an emergency.

## **Statement of Work (SOW)**

### **7<sup>th</sup> Floor Requirements**

**Item numbers correspond to item numbers listed on DID drawings**

- ① Electrical Junction and/or portion of electrical servicing System Workstations #7-115 & #7-116 will need to be disconnected and removed in Suite 705, so only the spline and Systems Workstations #7-113 & #7-114 remain. These Systems workstation will need to slide over for construction of wall and then slide back. Junction or source of electrical can remain or be placed on outside wall of new office. Note: Site visit needed to verify existing electrical.
- ② Remove Systems furniture parts (panels, work surfaces, over-heads, sit-to-stands, cabinets, etc.) from workstations # 7-115 & #7-116 in Suite 705. The main spline remains, as it supports remaining workstations. System workstation parts should be moved to temporary identified swing space. Note: We will identify placement of the cabinets within the space on the floor.
- ③ Disposal of System furniture parts and pieces (panels, work surfaces, over-heads, sit-to-stands, etc.) from workstations # 7-115 & #7-116. The main spine remains, all parts and pieces removed will be disposed and/or recycled as noted in the SOW.

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

- ④ Construct new office walls of 26.5' If CHP (16.5'If in N/S direction & 10'If in E/W direction) in Suite 705, where Systems workstations #7-115 & #7-116 were removed as noted on plan. Walls should run off window mullion and/or off existing wall, along ceiling grid to be least disruptive to air distribution and sprinklers and/or lighting & fire alert system in ceiling whenever possible.
- ⑤ Install 3.5" thick Insulation/sound attenuation blankets in walls & at ceiling. Ceiling Insulation shall extend out 4' in each direction of all walls.
- ⑥ Purchase & Install New Office Door (solid core wood) with sidelight and key hardware (master) as specified in SOW.
- ⑦ Install Electrical in Office as follows: (3) 20amp, 120V AC duplex electric outlets; (1) of which is on a dedicated circuit identified for computer equipment, as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed.
- ⑧ Install VOIP data drops in Office as follows: (2) VOIP data drops as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed. IRS-IT to provide exact number, placement, and specifications, along with any additional specs on wiring to & from IDF and/or MDF for DID & SOW. IT will determine if and/or what the Lessor will need to provide in these DID & Construction documents, such as pull string, box, conduit, etc.) only. IT will provide items that will be addressed and funded separately by IRS-IT contractor to perform work on-site in IRS space at BLM.
- ⑨ Add light switch and move lighting to accommodate the new office. Readjust existing light switch for Suite 705 entrance and/or at other locations within the space to only affect lights in the main area and not the new office.
- ⑩ Remove Systems furniture #7-141 in Suite 700, along with all parts & pieces. Remove Duress Alarm from this workstation. (IRS Security will inform on whether they will use IRS contracted and funded low voltage contractor, or will request Lessor to contract for required IRS Security work. IRS Security to provide DID direction and instruction on specifications, placement of Security items such as card readers, along with any site preparation needed during construction. If IRS Security has the Lessor complete the work, a detailed SOW from Security will be needed. Some systems furniture panels may be bolted to the wall and will need to be removed. Patch holes in wall in preparation for Lessor paint & carpet work, being installed under separate contract.
- ⑪ Electrical junctions for furniture and data will need to be placed and/or pulled back to this location for installation of "Helpdesk", coming from Mpls. Only (1) Electrical junction will be needed for "Helpdesk" and the other may need to be removed and/or capped and/or changed to a wall outlet. IRS-IT to provide exact number, placement, and specifications, along with any additional specs on wiring to & from IDF and/or MDF for DID & SOW. IT will determine if and/or what the Lessor will need to provide in these DID & Construction documents, such as pull string, box, conduit, etc.) only. IT will provide items that will be addressed and funded separately by IRS-IT contractor to perform work on-site in IRS space at BLM.
- ⑫ Adjust any Sprinkler, HVAC, Exit signs, duress, Fire Alert System, and/or Emergency lighting as necessary to meet Fire/Life/Safety (F/L/S) in areas where work was completed per the IRS DIDs and SOW.
- ⑬ Remove and properly dispose of and/or recycle all trash, including parts and pieces of furniture, identified as damaged and no longer usable, per SOW.

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

- ⑭ **Note:** Refreshment of New Carpet & Paint by the Lessor, as part of the new leasing award, is requested to be done in conjunction with the construction done for the IRS per the DIDs and SOW. All paint, carpet, and cove will be of the same specifications as the existing and will be provided in the SOW.

**5<sup>th</sup> Floor Requirements**

**Item numbers correspond to item numbers listed on DID drawings**

- ① Electrical Junctions (2) and/or portion of electrical servicing System Workstations #5-137 & #5-139 will need to be disconnected and removed in Suite 500A. Junction and/or source of electrical might be usable for proposed (2) New Offices. Note: Site visit needed to verify existing electrical.
- ② Remove Systems workstations #5-136; #5-137; #5-138; #5-139 and production area #5-135 in their entirety. Parts & Panels will be needed for #5-114 & #5-124 - remove low panels (base may possibly be re-used) & transaction counter; replace with tall panels, and use parts & pieces from the removed workstations to complete a finished look. Note: We will identify placement of the cabinets within the space on the floor.
- ③ Disposal of System furniture parts and pieces (panels, work surfaces, over-heads, sit-to-stands, etc. from workstations #5-136; #5-137; #5-138; #5-139 and production area #5-135. All parts and pieces removed will be disposed and/or recycled as noted in the SOW.
- ④ Construct (2) new offices with CHP walls of 20' If in E/W direction at the top and bottom and CHP walls of 14' If in N/S direction for far westside & center division. The far eastside is the existing conference room #507 wall in Suite 500A, where Systems workstations #5-136; #5-137; #5-138; #5-139 and production area #5-135 were removed as noted on plan. Walls should run off existing Conference room 507 wall, along ceiling grid to be least disruptive to air distribution and sprinklers and/or lighting & fire alert system in ceiling whenever possible.
- ⑤ Install 3.5" thick Insulation/sound attenuation blankets in walls & at ceiling. Ceiling Insulation shall extend out 4' in each direction of all walls.
- ⑥ Purchase & Install (2) New Office Doors (solid core wood) with sidelight and key hardware (master) as specified in SOW.
- ⑦ Install Electrical in each of (2) new Offices as follows: (3) 20amp, 120V AC duplex electric outlets; (1) of which is on a dedicated circuit identified for computer equipment, as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed.
- ⑧ Install VOIP data drops in each of (2) new Offices as follows: (2) VOIP data drops as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed. IRS-IT to provide exact number, placement, and specifications, along with any additional specs on wiring to & from IDF and/or MDF for DID & SOW. IT will determine if and/or what the Lessor will need to provide in these DID & Construction documents, such as pull string, box, conduit, etc.) only. IT will provide items that will be addressed and funded separately by IRS-IT contractor to perform work on-site in IRS space at BLM.
- ⑨ Add light switch and move lighting to accommodate each of the (2) new offices. Re-adjust existing light switch for Suite 500A and/or Suite 500B entrances to only affect lights in the main area and not the new office.

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

- ⑩ Electrical outlets and VOIP data will need to be terminated and/or pulled back and relocated in (2) locations for door accommodations in Room 508 Conference/Multi-purpose room.
- ⑪ Demo wall for placement of 2nd door in the Interview room #2 to provide a Security/Safety exit. Demo wall and Remove existing door 508 and re-use for Interview room #2 door. Demo wall for placement of 2nd door in the conference room 507. Demo and Remove double conference room doors between rooms #507 & #508. Demo and Remove breakroom door between rooms #506 & #508.
- ⑫ Purchase & Install (2) New Solid core wood doors with viewing window, key hardware (master) and non-removable or tamper proof hinges for conference room 507 and Interview room 510 #2 (door 508 could be re-used in this location. Additionally, card reader will need to be installed at this location for Interview room 510 #2, as specified in SOW. IRS Security will inform on whether they will use IRS contracted and funded low voltage contractor, or will request Lessor to contract for required IRS Security work. IRS Security to provide DID direction and instruction on specifications, placement of Security items such as card readers, along with any site preparation needed during construction. If IRS Security has the Lessor complete the work, a detailed SOW from Security will be needed.
- ⑬ Construct (2) new Office/Teaming/Storage rooms with CHP wall of 25'6" If in E/W direction at the bottom (S) and 3'4" of CHP wall at the top (N) filling in doorway between room 508 and 506. Construct CHP of 14' If in N/S direction for center division. The far eastside is the existing Interview rooms #1 & #2 and the far westside is existing conference room #507 wall, which will need CHP of 6' If filling in doorway between room 507 and 508. Walls should run off existing Conference room 507 wall, along ceiling grid to be least disruptive to air distribution and sprinklers and/or lighting & fire alert system in ceiling whenever possible.
- ⑭ Install 3.5" thick Insulation/sound attenuation blankets in walls & at ceiling. Ceiling Insulation shall extend out 4' in each direction of all walls.
- ⑮ Purchase & Install (2) New Office Doors (solid core wood) with sidelight and key hardware (master) as specified in SOW.
- ⑯ Install Electrical in each of (2) new Office/Teaming/Storage rooms as follows: (3) 20amp, 120V AC duplex electric outlets; (1) of which is on a dedicated circuit identified for computer equipment, as specified in SOW. Note existing already present should remain. Site verification will be needed.
- ⑰ Install VOIP data drops in each of (2) new Office/Teaming/Storage rooms as follows: (2) VOIP data drops as specified in SOW. Note existing already present should remain. Site verification will be needed. IRS-IT to provide exact number, placement, and specifications, along with any additional specs on wiring to & from IDF and/or MDF for DID & SOW. IT will determine if and/or what the Lessor will need to provide in these DID & Construction documents, such as pull string, box, conduit, etc. only. IT will provide items that will be addressed and funded separately by IRS-IT contractor to perform work on-site in IRS space at BLM.
- ⑱ Add light switch and move lighting to accommodate each of the (2) new Office/Teaming/Storage rooms. Re-adjust existing light switch for Rooms 508; 507; and 506 to only affect lights in the room area and not the new Office/Teaming/Storage rooms. Add light switch and move lighting to accommodate new back door to the #2 Interview room.
- ⑲ Electrical Junctions (12) and/or portion of electrical servicing System Workstations #5-201; #5-202; #5-204; #5-205; #5-212; #5-214 & #5-215 in Suite 500A and #5-241; #5-267; #5-153; #5-269 & #5-270 in Suite 500C will need to be disconnected and removed. Junction and/or source of electrical might be usable for proposed (2) New Offices located near Suite 500A entrance and (1) New Office located near Suite 500C entrance. Note: Site visit needed to verify existing electrical.

LESSOR  
INITIALS: CB & KG GOV'T

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

- 20 Remove Systems workstations #5-201; #5-202; #5-204; #5-205; #5-212; #5-214 & #5-215 in Suite 500A and #5-241; #5-267; #5-153; #5-269 & #5-270 in Suite 500C in their entirety to temporary identified swing space. The furniture in system workstation #5-201 will be reused for one of the New Offices. Note: We will identify placement of the cabinets within the space on the floor.
- 21 Disposal/Excessing of System furniture parts and pieces (panels, work surfaces, over-heads, sit-to-stands, etc.) from workstations #5-201 (panels & connections only); #5-202; #5-204; #5-205; #5-212; #5-214 & #5-215 in Suite 500A and #5-241; #5-267; #5-153; #5-269 & #5-270. All parts and pieces removed will be stored in temporary swing space, for IRS to process for excessing, as noted in the SOW.
- 22 Construct (2) New Offices located near Suite 500A entrance and (1) New Office located near Suite 500C entrance. The (1st) New Office west of Suite 500A entrance needs a CHP wall of 10' If in E/W direction at the top (N) and 6'8" If of CHP wall in the N/S direction and connecting to existing wall at the bottom on the westside. Construct CHP of 12'4" If in N/S direction on the eastside connecting to the existing wall at the bottom on the (S) end. The (2nd) New Office east of Suite 500A entrance needs a CHP wall of 13' If in E/W direction at the top (N) and 9' If of CHP wall in N/S direction and connecting to existing wall at the bottom on both the westside and eastside. The (3rd) New Office located near Suite 500C entrance needs a CHP wall of 9'6" If in N/S direction on the westside connecting to existing wall at the top (N) and 16' If of CHP wall in E/W direction and connecting at the eastside to the existing N/S perimeter corridor wall near Suite 500C entrance. All walls should be constructed along ceiling grid to be least disruptive to air distribution and sprinklers and/or lighting & fire alert system in ceiling whenever possible.
- 23 Install 3.5" thick Insulation/sound attenuation blankets in walls & at ceiling. Ceiling Insulation shall extend out 4' in each direction of all walls.
- 24 Demo perimeter corridor wall near Suite 500C entrance to provide new entrance into (3rd) New Office from outside Suites to allow (3rd) New Office to also serve as Interview room #4.
- 25 Purchase & Install (2) New Office Doors (solid core wood) with sidelight and key hardware (master) for (1st) New Office located by Suite 500A (eastside) and for (3rd) New Office within Suite 500C (Note: Hardware and locking should match the existing door 513 Interview #3, which exits into the Suite, as specified in SOW. IRS Security will inform on whether they will use IRS contracted and funded low voltage contractor, or will request Lessor to contract for required IRS Security work. IRS Security to provide DID direction and instruction on specifications, placement of Security items such as card readers, along with any site preparation needed during construction. If IRS Security has the Lessor complete the work, a detailed SOW from Security will be needed.
- 26 Purchase & Install (1) New Office Door (solid core wood) with NO sidelight and/or viewing window and key hardware (master) for (2nd) New Office also to be used as a Mothers Room located by Suite 500A (westside), as specified in SOW.
- 27 Purchase & Install (1) New Office Door (solid core wood) with peephole, card reader access, door closer, and non-removable or tamper proof hinges for (3rd) New Office also to be used as Interview room #4. This door is located on the perimeter corridor wall near Suite 500C entrance to provide new entrance into (3rd) New Office from outside Suites, as specified in SOW.
- 28 Install Duress Alarm removed from the systems workstation #7-141 in Suite 700, into the (3rd) New Office, also known as Interview room #4 located in and near Suite 500C. Low voltage wiring will be required to the monitoring system. IRS Security will inform on whether they will use IRS contracted and funded low voltage contractor, or will request Lessor to contract for required IRS Security work. IRS Security to provide DID direction and instruction on specifications, placement of Security items such as card readers, along with any site preparation needed during construction. If IRS Security has the Lessor complete the work, a detailed SOW from Security will be needed.

**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

- 29 Install Electrical in each of (3) new Offices as follows: (3) 20amp, 120V AC duplex electric outlets; (1) of which is on a dedicated circuit identified for computer equipment, as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed.

Install VOIP data drops in each of (3) new Offices as follows: (2) VOIP data drops as specified in SOW. Note existing may already be present and should be utilized whenever possible. Site verification will be needed.

- 30 IRS-IT to provide exact number, placement, and specifications, along with any additional specs on wiring to & from IDF and/or MDF for DID & SOW. IT will determine if and/or what the Lessor will need to provide in these DID & Construction documents, such as pull string, box, conduit, etc.) only. IT will provide items that will be addressed and funded separately by IRS-IT contractor to perform work on-site in IRS space at BLM.
- 31 Add light switch and move lighting to accommodate each of the (3) new Offices. Readjust existing light switch for Suites 500A and 500C to only affect lights in the room area and not the new Offices.
- 32 Adjust any Sprinkler, HVAC, Exit signs, duress, Fire Alert System, and/or Emergency lighting as necessary to meet F/L/S in areas where work was completed per the IRS DIDs and SOW.
- 33 Remove and properly dispose and/or recycle of all trash, including parts and pieces of furniture, identified as damaged and no longer usable, per SOW.
- 34 **Note:** Refreshment of New Carpet & Paint by the Lessor, as part of the new leasing award, is requested to be done in conjunction with the construction done for the IRS per the DIDs and SOW. All paint, carpet, and cove will be of the same specifications as the existing and will be provided in the SOW.

**GENERAL NOTES** applicable to both 5<sup>th</sup> & 7<sup>th</sup> floors

- Rebalance HVAC as needed.
- Realign sprinkler heads as needed.
- Relocate thermostats as needed.
- Relocate fire alarm strobes as needed.
- Reposition light fixtures as needed.
- Rebuild ceiling grid and tile as needed.
- Relocate exit lighting as needed.
- Relocate emergency ceiling lighting as needed.
- Repair walls as needed where damaged, during this Scope.
- Removal and disposal and/or recycling of all trash, including parts and pieces of furniture identified as damaged and/or no longer usable shall be done in an environmentally sound manner. Dumpsters, transportation, handling, permits, etc., required for removal and/or disposal are the responsibility of the Selected Contractor.

**Specifications for Carpet, Paint, and VCT that were used on the existing build-out:**

General Office Paint:	Manufacturer ICI Paint	Color: Polished Gray	Color # 705
Door Frame Paint:	Manufacturer ICI Paint	Color: Elephant	Color # 206
Accent Paint:	Manufacturer ICI Paint	Color: Zanzibar Coast	Color # 122

Modular Carpet Tile 36" x 36"

Manufacturer Milliken Style Name: Coir Palm Style # 306 Color: Whisper Spice On GSA Schedule



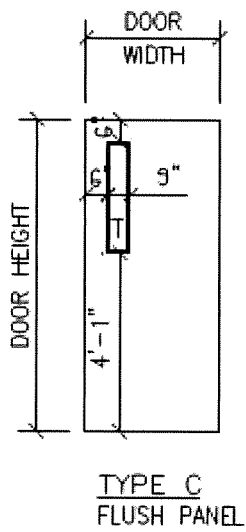
**Statement of Work  
Internal Revenue Service  
1550 American Boulevard East  
Bloomington MN 55424**

Vinyl Base: Manufacturer Johnsonite Color: Gray Color # 48 On GSA Schedule

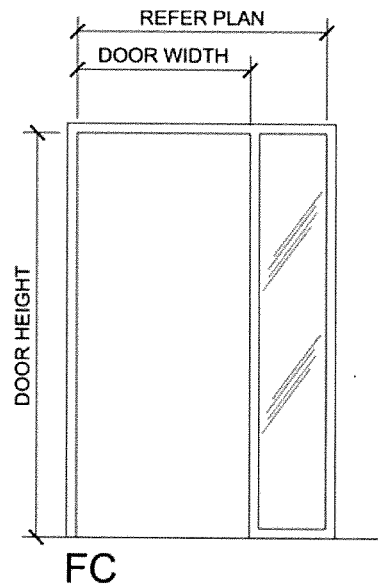
Vinyl Tile – VCT: Manufacturer Mannington Product: Essential Color: Sandrift Color # 137

**Basic Door Types**

Sample of Door with Viewing Panel



Sample of Door with Side Panel



(b) (5)































GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 3  TO LEASE NO. GS-05B-00103
ADDRESS OF PREMISES US Bank Financial Center 1550 American Blvd, East Bloomington, MN 55425-1165	PDN Number: PS0040865

THIS AMENDMENT is made and entered into between LSREF4 Bison LLC

whose address is: 2711 N. Haskell Ave.  
Suite 1700  
Dallas TX 75204-2922

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the Government desires to make additions/changes through change orders;

WHEREAS, the Government wants to approve change order No. 1 in the amount of (b) (4) to be paid in a lump sum payment to the Lessor upon completion of the work and acceptance of space by the Government.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Lease Amendment (LA) No. 3 to lease GS-05B-00103, is hereby issued to provide NOTICE TO PROCEED for Change Order No.1 as follows:

Change Order #1

(b) (4)

This Lease Amendment contains 25 pages: LA No. '3' (2 Pages), Exhibit 'A' (CBRE Proposal - 2 Pages), Exhibit 'B' (Statement of Work - 21 Pages)

All other terms and conditions shall remain in force and effect.  
IN WITNESS WHEREOF, the Lessor and the Government have hereunto set their hands and seals as of the below date.

FOR THE LESSOR:

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: Christopher A. Bamek  
Title: Agent for Owner LSREF4 Bison, LLC  
Entity Name: CBRE, INC.  
Date: 4/24/2018

(b) (6)  
Signature: \_\_\_\_\_  
Name: JASON BAZARVA  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 4/25/18

WITNESSED FOR THE LESSOR BY:

(b) (6)  
Signature: \_\_\_\_\_  
Name: JANE E. PETERSON  
Title: Agent  
Date: 4/24/18



5. General Contractor fee (b) (4) Exhibit A attached to this LA No 3
6. CBRE Project Manager (b) (4) as shown in Exhibit A attached to this LA No 3

You are hereby authorized to proceed with space design for alterations:

The total amount of (lump sum payment) of (b) (4) will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Regarding the lump sum payment for this project, please follow these instructions:

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy provided to the GSA Project Manager. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX, 76102-0181

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0040865.

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Project Manager at the following address:

General Services Administration  
ATTN: Justin Weingartz  
230 South Dearborn Street, Suite 3300  
Chicago, IL 60604

All other terms and conditions of the current lease shall remain in force and effect.

INITIALS:

LESSOR

&

GOV'T

# EXHIBIT A

COMMERCIAL REAL ESTATE SERVICES

# CBRE

Christopher Bernick  
Senior Real Estate Manager

CBRE, Inc.  
Asset Services

800 LaSalle Ave  
Suite 1900  
Minneapolis, MN 55402

+1 952 924 4686 Tel  
(b) (6) Cell

christopher.bernick@cbre.com  
www.cbre.com

US Bank Building  
1550 American Blvd  
Bloomington, MN

Dear Mr. Weingartz:

We hereby submit specifications and estimates for:

- All work has been priced to be performed after normal working hours, 5:00 p.m. to 7:00 a.m. while space is vacant.
- This proposal assumes that all existing conditions and equipment to remain and serve the needs of the project site exists in good working order and comply with code requirements.
- These prices are subject to change due to city's approval.
- Hidden conditions discovered during the project which requires additional cost will be priced and approved prior to proceeding with the work.

## Overview Security Scope:

Trans Alarm, Inc. to install 3 new card readers for the newly remodeled space per plan. (Interview rooms 534 and 510) Two new AMAG 2-door control panels and lock power supply will be added in the IDF closet to accommodate this expansion. One new perimeter door contact will be installed on the exterior hallway door leading to room 534. One duress button will be installed in room 534. One Honeywell 4208 zone expander will be installed to allow for the two new security zones, all electrified door hardware is to be supplied by the GC per Keynote 303 on A3.1

(b) (4)

## Overview Data Scope:


Preserve all Blue cables for re-install, based on length and ability to reuse with new hard wall offices. Re-terminate all reusable cables with Cat. 6 jacks and new wall plates, colors to be coordinated. Provide one new 24-port loaded Cat. 6 patch panel at open rack on 5th floor for any new cabling required. All State estimates of the (16) cables to be installed at new hard wall offices. (10) may be reused. All work done after 5pm.

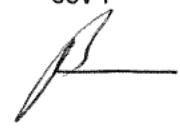
(b) (4)

## Overview Storage room #522 new door:

Add one new door (finished), add one new push button lock, installation.

(b) (4)

LESSOR  
INITIALS: 

GOV'T  
& 

April 2<sup>nd</sup>, 2018  
GSA Proposal for Work.  
LSREF4 Bison, LLC  
Page 2

General Contractor supervision

General Contractor fee

CBRE Project Management Fee

(b) (4)

**We propose hereby to furnish material and labor - complete to accordance with above specifications for the sum of:**

(b) (4)

**Payment to be made as follows:**

Payment to be made in installments during the completion of ResComm Construction's work.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practice. Any alterations or deviations above specifications involving extra costs will be executed only upon written orders and will become an extra cost over and above the estimate.

Note: This proposal may be withdrawn by us if not accepted in 30 days.

Sincerely,

Christopher A Bernick  
CBRE Senior Real Estate Manager  
Agent for Owner; LSREF4 Bison, LLC

INITIALS:

LESSOR

&

GOV'T


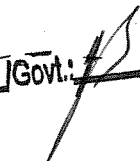
# EXHIBIT B

## Physical Security System Scope of Work

(Prepared by/Date: David Jones 12/22/2017)

### Facility Location:

1550 American Blvd.  
Bloomington, MN 55425

Init.: Lessor:  Govt.: 

# REVISION HISTORY

Revision No.	Date	Description	By
1.0	12/20/17	Initial Draft	David Jones
1.1	12/22/17	Eliminating Brooklyn Center Verbiage	David Jones

Init.: Lessor:  / Govt.: 

## I. Scope of Work

### 1.0 OVERVIEW

1.1 Introduction: This Government (IRS) requirement is for the acquisition and installation of physical security equipment (Electronic Access Control System, CCTV system & intrusion detection system). Some services may include construction type work; however, this requirement is not considered a construction project.

1.2 Background: The Government (IRS) is required to procure physical security equipment, inclusive of relative construction services to comply with the document, "Physical Security Criteria for Federal Facilities Dated April 7, 2010.

The overall objective of this project is to provide the same level of security to employees moving into the Bloomington, MN office from the Brooklyn Center, MN office. In order to achieve this, new office buildouts will require at a minimum (3) keys to match existing locking systems and stamped for each door, additional door contacts and duress buttons to be installed/programmed, card readers and electric strike to be added/programmed to the existing access control system and 100 additional proxy cards.

### 2.0 RELATED DOCUMENTS

2.1 Construction documents such as plans, drawings and specifications shall completely encompass the scope of work and design of the project. At a minimum, contractor must comply with manufacturer's specifications found in Section 3.6 below.

Contract documents indicate the work of contract, and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated in the contract documents may include, but are not necessarily limited to the following: (1) Existing site conditions and restrictions; (2) Alterations and coordination with existing work; (3) Other work to be performed concurrently by the Government; (4) Other work to be performed concurrently by separate contractors; (5) Other work subsequent to work of the contract; (6) Items furnished by the Government and installed by the Contractor

#### 2.2 Definitions:

<b>FMSS</b>	Facilities Management & Security Services
<b>COR</b>	Contracting Officer's Technical Representative.
<b>CO</b>	Contracting Officer.
<b>IT</b>	Information Technology
<b>HSPD-12</b>	Homeland Security Presidential Directive12.
<b>IDS</b>	Intrusion Detection System.
<b>CCTV</b>	Closed Circuit Television.
<b>ePACS</b>	Enterprise Physical Access Control System.

PROPERTY OF THE UNITED STATES GOVERNMENT – FOR OFFICIAL USE ONLY  
Copying, Dissemination, or Distribution of these drawings, plans, or specifications to unauthorized users is prohibited.  
Do not remove this notice and properly destroy documents when no longer needed.

Page 3 of 21

Init.: Lessor

/Govt

<b>ECC</b>	Enterprise Computing Center.
<b>FIPS 201-2</b>	Federal Information Processing Standard 201-2 references NIST SP800-73, SP800-76, and SP800-78, 800-116 standards.
<b>NIST</b>	National Institute of Standards & Technology.
<b>FISMA</b>	Federal Information Security Management Act.
<b>COTS</b>	Commercial-Off-the-Shelf.
<b>SMS</b>	Security Management System.
<b>GSA</b>	General Services Administration.
<b>POC</b>	Point of Contact
<b>DGDD</b>	Door Group Design Document
<b>SBU</b>	Sensitive but unclassified information
<b>NAC</b>	National Assistance Center [IRS}

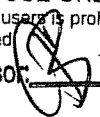

## 2.3 REFERENCES

A. Services to be performed by the contractor under this scope of work shall conform to all applicable requirements and criteria indicated in the following handbooks and publications and the latest issues and changes thereto:

- A. General Services Administration Facilities Standards for the Public Buildings Service PBS/PQ-100.1.
- B. Internal Revenue Service Facilities Design Criteria
- C. National Electric Code NFPA 70.
- D. National Fire Protection Association (NFPA)
  - i. NFPA72, NFPA101B and NFPA70E
- E. Occupational Safety and Health Standards
- F. Federal Information Processing Standards Publication FIPS-Pub. -94; 174-1 and 175
- G. Electronic Industries Association (EIA/TIA Standard 568-A, related bulletins and 569)
- H. Uniform Building Code for Seismic Design
- I. Uniform Federal Accessibility Standards
- J. All applicable Federal, State and local codes and regulations
- K. Interagency Security Committee (ISC) Standards
- L. Underwriters Laboratories (UL)

PROPERTY OF THE UNITED STATES GOVERNMENT – FOR OFFICIAL USE ONLY  
 Copying, Dissemination, or Distribution of these drawings, plans, or specifications to unauthorized users is prohibited.  
 Do not remove this notice and properly destroy documents when no longer needed.

Page 4 of 21

Init.: Lessor:  /Govt.: 

- a. UL 1076 (1995; Reprint Sep 2010), Proprietary Burglar Alarm Units and Systems.
- b. UL 634 (2007; Reprint Mar 2013), Connectors and Switches for Use with Burglar-Alarm Systems.
- c. UL 639 (2007; Reprint May 2012), Standard for Intrusion Detection Units.
- d. UL 609 (1996; Reprint Sep 2010) Local Burglar Alarm Units and Systems
- e. UL 1610 (1998; Reprint Sep 2010), Standard for Central-Station Burglar-Alarm Units
- f. UL 681 (2014), Installation and Classification of Burglar and Holdup Alarm Systems.

The above items are a standard listing of handbooks and publications. The contractor will utilize only those sections that are applicable to develop and complete the Scope of Work. Where conflicts occur, the more stringent requirement shall take precedence.

### 3.0 PROJECT/WORK IDENTIFICATION

#### 3.1 Project Name & Location: Bloomington/Brooklyn Center Merge

1550 American Blvd.  
Bloomington, MN 55425

#### 3.2 Project Summary Description: Install new physical security equipment as described in section 3.3 below.

#### 3.3 Installation may include, but not be limited to the following:



- a) Electrical power to all devices.
- b) All wiring, coaxial wiring, conduits, and connections.
- c) CCTV, Access Control, IDS (intrusion detection system), duress and any other physical security system tie-ins.
- d) Floor prep, flooring, walls and ceiling finish work.

3.4 A complete and functional Access Control System shall be installed. The contracted installer of these specialized electronic systems will herein be referred to as the Contractor.

**NOTE: EACH CONTRACTOR SHALL HAVE A COPY OF THE AUTOCAD and/or PDF DRAWING INDICATING THE APPROXIMATE DEVICE LOCATIONS TO PROPERLY BID THIS PROJECT!!!**

#### 3.5 GENERAL REQUIREMENTS: The Contractor will perform the following in no particular order:

- a. Upon award of contract, the Contractor shall contact the Contracting Officer's Representatives (COR) or POC: David Jones for commencement and coordination of performance.

Init: Jessor:   
Govt: 



- b. Prepare a schedule of dates and times when installation will occur, including anticipated completion dates. This information shall be updated daily, and the revised schedules forwarded on a weekly basis to the Contracting Officer's Representatives (COR) through email notification or facsimile: david.m.jones2@irs.gov
- c. No Additional fees shall be charged for required parts omitted from the Government's (IRS) specifications or labor required in accordance with the Government's (IRS) requirements.
- d. Upon commencement of performance, the Government (IRS) POC will review with the Contractor of the proposed location for each device (i.e., alarm keypads, duress buttons, access keypads, etc.) as shown on the drawing. Major changes will only be approved by the Contracting Officer.
- e. The Contracting Officer (CO) is the person with the authority to enter into, administer, and/or terminate contracts, make related determinations and findings, make constructive changes, and bind the Government in contractual matters. The Contracting Officer's Representative (COR) monitors contract performance, provides technical direction within the terms and conditions of the contract. This individual does not have the authority to make constructive contract changes or bind the Government in contractual matters. These individuals will be introduced to the prime contractor at the beginning of the project. The Contractor shall document all proposed changes in writing and address them to the CO with copy to the COR. The CO is the only government official who can modify and approve changes to the original scope of work.
- f. The contractor shall ensure all components and systems have a minimum one year warranty, including parts and labor. The Government (IRS) shall not provide additional funding for service during the one year warranty period due to any alarm system malfunction. The one year warranty period shall commence at the time of government acceptance.
- g. The Contractor shall not substitute equipment/parts for any reason without the prior written approval of the CO and the COR. Substitutions of any equipment/parts absent of written Government approval shall be provided at the Contractor own expense and delay.
- h. The Government (IRS) requires an experienced and supplier certified Access Control and alarm equipment installation Contractor to install the **Access Control, intrusion alarm and CCTV systems** as required and contained in this specification/statement of work. This is defined as a contractor who has been installing electronic physical security equipment for at least five years, and has an association with and/or follows the installation standards presented by the National Burglar Fire Alarm Association (NBFAA), and the state chapters. The Contractor shall install the alarm system according to applicable agency certification and pass the inspection process for a UL Commercial Burglar Alarm (installation methods, wire supports, etc
- i. The Government (IRS) requires equipment installation Contractor personnel for **Access-Control/IDENTIV equipment** shall be performed by Identiv certified technicians having

installation configuration laptop with all requisite Identiv software to complete SNIB setup and IP programming; this includes company provided PC not connected to IRS domain.

[Note: contractor must use their own installation laptop, government will not provide laptop. The contractor is required to have minimal Identiv software for SNIB2/3 Configurator ].

- j. At least one individual directly involved in system design and providing installation technical support must have successfully completed GSA mandated federal PACS Vendor certification testing conducted by the Smart Card Alliance known as Certified System Engineer ICAM PACS (CSEIP) certification program. All individuals involved in on site Identiv panel installation must have successfully completed Identiv Digi track training
- k. The Contractor shall furnish and install and test **all** equipment, cable, wire, connectors, labor and any electrical requirements that are necessary for the successful installation of the physical security systems contained within this scope of work. "Government Furnished Equipment" does not apply to this acquisition requirement. **Prior to Installation the Contractor shall participate in a preconstruction site review meeting with NAC and security personnel.**
- l. Fasten all wires in the ceiling to overhead wire supports in order to prevent damage that may occur from existing or future wire runs in the ceilings. Wires shall not be supported solely by suspended ceiling. Periodic labels shall be placed on wire(s) to indicate type of wire (i.e., alarm, access, CCTV).
- m. Conceal all wires that are in the agency-protected space by "fishing" wire in the walls, ceilings and doorframes to ensure tamper resistance. At various locations in which walls cannot be fished or channeled place wire in EMT. Wires are not allowed to be exposed or visible. Wire-mold is not permitted. The Contractor shall first attempt to fish wire in walls prior to using EMT in the agency-protected space.
- n. Conceal all wires that are outside the agency-protected space by placing wiring in conduit, EMT, metallic tubing, etc. The size of the conduit, EMT, metallic tubing, etc. shall be large enough (i.e., 50% larger than needed) to permit additional wire pulls.
- o. Homerun a wire from each device, keypad, receiver, etc. to the alarm control panel, enclosure, spare cabinets, or auxiliary power supply. Splices, t-taps, etc. are not permitted, except inside the control panel, spare enclosure, cabinets, or auxiliary power supply. All wire(s) shall be installed in accordance with UL Standards for alarm, access, and/or CCTV systems. The use of plenum rated coaxial cable is acceptable.
- p. Every detector, sensor, button, junction box, control panel, transformer, phone jack, etc. shall be labeled in order to show the device and/or zone number on the front cover of the specific device. Each label shall be large enough to be seen from a standing position 12 in. distant without the use of a ladder.
- q. Each wire/cable/etc. shall be properly labeled as it enters its termination location on the head end. This is needed for long term troubleshooting purposes. If wire numbers are used, then a true wire legend shall remain on site with a full description of each device

detailing where it is going and where it terminates. The labels shall be printed on letter size label sheets that are self- laminated vinyl that can be printed from a computer data base or spread sheet. The labels shall be E-Z code WES12112 or equivalent.

- r. Contractor shall provide any devices, appliance, material or work not shown on Drawings but mentioned in this Specifications, or vice versa, and any incidental accessories necessary to make the work complete and perfect in all respects and ready for operation, even if not particularly specified, shall be provided without additional expense. The Drawings and Specifications are intended to supplement each other so that any details or equipment shown on either shall be executed the same as if mentioned in both.
- s. Install all necessary electrical outlets, including hardwiring of circuits (by a licensed electrician) to insure that all devices function as designed. All electrical work necessary to make the entire physical security system consists of electronic access control system, Intrusion/alarm detection system and CCTV system function properly is the contractor's responsibility. Power circuits can be shared to 80% capacity amount Security Access Control Equipment or CCTV and Intrusion Detection System (IDS), but must be dedicated to security equipment.
- t. Install all devices in accordance with manufacturers printed directives in order to satisfy all listed/applicable standards.
- u. Install alarm system in accordance with all codes and standards set forth by, but not limited to, the National Electric Code (NEC), BOCA, TIA, Underwriters Laboratories (UL), and the local jurisdiction having authority with a minimum of shielded plenum wiring using plenum or riser wire as required by code/standards. All wiring shall be concealed and of a gauge no less than 18 with 4 conductors and copper stranded in composition. Mechanical pulling of wires is prohibited.
- v. The Contractor assumes responsibility for all necessary patching, repairing, painting, etc. as a result of equipment installation, or in the event of an accident (i.e., drilling through drywall by mistake). The Government (IRS) shall not incur any additional costs for patching, repairing, painting, etc.
- w. The Contractor shall complete all configuration paperwork and testing coordination and communication for monitoring of the Intrusion alarm with the US Department of Homeland Security, Federal Protective Service Mega Center in

**Battle Creek; MI**

upon installation completion but prior to final contract completion and final payment. Each point of the system must be individually identified at the keypad and in the Mega Center. All zones must be tested to the Mega Center. Provide a detailed inventory (with manufacturer name and model number) of all equipment installed. The **Battle Creek, MI** Mega Center will monitor the burglar alarm system. The Contractor shall contact a "Remote Programmer" for this information at the Mega Center. The applicable "Remote

Programmer" contact information can be acquired by the method of email communication through the POC at [david.m.jones2@irs.gov](mailto:david.m.jones2@irs.gov) or at [www.dhs.gov](http://www.dhs.gov)

- x. Prior to contract completion, the Contractor shall ensure that the alarm system has been uploaded by the FPS Mega Center using Honeywell/Ademco Compass Software or similar type software. Additionally, the Contractor shall ensure that all zones are fully tested and communicated **before** installation is deemed "complete."
- y. Upon contract completion, but prior to final, the Contractor shall complete all required documentation and forms (Example: IRS/GSA/DHS(FPS)), depicting the location of each specific device for any and all alarm, access, CCTV, etc. systems to include wiring paths, junction boxes, control panels, etc. Mega Center diagram plans/paperwork shall be prepared in AutoCAD and delivered both on paper and in electronic format.
- z. Contractor shall Perform a pre-installation and final walk-through of the physical security system with the IRS Security specialist, U.S. Department of Homeland Security, FPS representative to ensure system is complete and acceptable before final invoice and payment. The COR/POC shall coordinate the final walk-through.
- aa. The contractor is able to perform the following tests after installation of card readers, door control panels and associated accessories on each floor in presence of IRS security specialist and real time review with NAC as per attached checklist D.
  - a) Utility/Battery Power Fail test
  - b) SNIB2/3 Comm Fail test
  - c) Door Relay/remote access grant test
  - d) MATCH line Monitor/Signal Interruption test
  - e) Alarm expansion / reader/ panel tamper test
  - f) Door Open Too Long (DOTL) test
  - g) Forced Entry test
  - h) Door PIR sensor aiming/dead-spot test
  - i) Door contact alignment/ fit integrity test
  - j) Card read test: PIV-I, prox cards- valid/invalid.
  - k) Momentary Access test.
  - l) Fire/emergency system functional interface testing [door unlock] shall be performed same day for occupied spaces and no later than beginning of next business day for all other affected spaces with new readers/panels.
- bb. Instruct all government personnel on the operation of Access Control, Intrusion Alarm and CCTV systems installed, providing training that is informative. The Contractor shall ensure that all government employees can operate the systems in a competent manner.
- cc. Contractor shall provide the Government (IRS) with manufacturers technical and/or maintenance booklets of installed physical security equipment.
- dd. All installed equipment shall remain the property of the United States Government. The Contractor shall retain no liens, titles, etc. against any installed or uninstalled equipment once payment is received from the government.

- ee. **Compliance with Manufacturer's Specifications:** The Contractor shall obtain all necessary equipment manufacturer's installation specifications and drawings to complete all installation and contract work. The Government will not furnish any manufacturer's information except that which is included in the contract documents. It is the Contractor's responsibility to see that the equipment is installed to manufacturer's specifications (unless otherwise noted or stated in writing by the Government) and that the correct power is supplied to each different type of equipment.
- ff. **Personal Identity Verification of Contract Personnel, effective October 27, 2005.**  
The Contractor shall comply with Presidential Directive, called HSPD-12, which states (a) the contractor shall comply with Treasury and Bureau personal identity verification procedures that implement HSPD-12, OMB guidance memorandum M-05-24 and FIPS Pub 201, and (b) the Contractor shall insert this provision in all subcontracts when the subcontractor is required to have physical access to a Federally controlled facility or access to a Federal information system.
- gg. All contractor personnel shall comply with Internal Revenue Manual (IRM) 10.23.2, Contractor Investigations. All contractor personnel required to access IRS sites or design info shall have successfully passed a security investigation. Contractor personnel shall submit within 2 weeks of site review, to Minimum Background Investigation (MBI) procedures and shall have received an interim approval determination prior to being permitted to perform work on the contract resulting from this PWS or being granted unescorted access to IRS facilities or systems. Failure to comply will all above will be considered unsatisfactory/nonperformance and will be adjudicated per applicable FAR rules.

3.6 SPECIFIC REQUIREMENTS: The Contractor will perform the following tasks.

Task No.	Name of Item	Description of Scope of Work
<b>Access Control – Card Readers</b>		
1	<b>CARD READER</b> (See drawing - and various door locations.)	<p><b>Description:</b> The objective of this task is to secure the services of an authorized, approved, licensed and bonded Contractor to install new card readers and access control hardware to the existing AMAG Security Management Version 4.0.2 access control Technology, control panels, firmware, card readers, etc.</p> <p><b>General:</b>            (A) Contractor shall work with IRS security specialist during installation.            (B) Contractor shall install new card readers, control panels, firmware, and associated accessories as needed to make sure all card readers are fully functional and compatible with the existing and new cards to be also used as access cards.</p>

		<p>Card Reader/panel locations are provided drawings. Location questions should be review with local security specialist POC.</p> <p><b><u>Scope of Services for Task #1:</u></b> The Contractor shall provide all labor, materials, tools, equipment, transportation and supervision necessary to perform the work as described herein. All work shall be conducted per this scope of services, and all applicable Federal, State and Local laws, regulations, codes and directives. Work of an incidental nature not expressly described in this scope, although necessary to complete the project, shall be included.</p> <p><b><u>Contractor shall:</u></b></p> <p>(1) Furnish and install a total of <u>1</u> card reader to match existing card readers.</p> <p>(2 to 3) Not used</p> <p>(4) Install, configure, and test <u>1</u> card reader.</p> <p>(5) Install <u>1</u> "Single" Door Strike FAIL SECURE, to match existing system</p> <p>(6) Install <u>1</u> Request-to-Exit (REX) sensors/devices [<i>similar to Bosch Model DS160/DS161PIR; Honeywell Model NCIPIR; or equal</i>] and IDENTIV SBMS3-2707A supervised balanced Mag door switch 1944L-ADT - Z Bracket, 2700 Series, Aluminum; 19442L-ADT - L Bracket for 2707A, Aluminum</p> <p>(7) Not used.</p> <p>(8) <b><u>Special Installation Instruction:</u></b></p> <p>Wiring Information: Provide, Install and test all new wiring:  <b>Controller to Reader Belden 6504FE-plenum for lengths up to 700 ft. for match interface/readers. Or approved equivalent 18 gauge for lengths beyond.</b></p> <p><b>Controller To Door Lock :Belden 27235A or equivalent Field Device [ contact, REX etc.] to Digitrack shall be: Belden 8761- 22 gauge or 8760 - or approved equivalent 18 gauge for lengths up to 900ft./2000 ft. respectively for alarm devices/Line modules</b></p> <p><b>Non Reader RS485specifions.</b>  <b>cations: Belden 82842 or Belden 89842 [exterior/underground, any distance over 500 ft.] or approved</b></p>
--	--	--

		<p>equivalents</p> <p>&gt;Paige 454932AYW composite multi pair cable comprising above may be utilized</p> <p>All new video, reader and alarm wiring and attached connectors will be tested as an assembled unit for signal loss/strength [ resistance and capacitance and db.] after installation prior to connection in compliance with Identiv specifications. The contractor shall provide written report of pertinent test results [volts/ dba/ ohms etc.] to IRS Security Specialist upon test completion. All new signal wiring connections [end of line resistors excluded] shall be labeled at each end and final numbering /termination points shall be recorded on connection diagram and separate data sheet and forwarded to IRS Security Specialist and point of contact. A copy of wiring diagram shall also be left in each control cabinet/field device.</p> <p>All wires/fiber cabling that are outside the IRS agency space must be concealed/protected by placing wiring/fiber cabling in conduit [out of doors], EMT [indoors] or alternative armored shielded cable. Signal wiring must be shielded per manufacture's spec and must be separate from power wiring. The size of the conduit, EMT, metallic tubing, shall be large enough (i.e., 50% larger than needed) to permit additional wire pulls. All new wire for device, keypad, or receiver to the alarm control panel, enclosure, spare cabinets, or auxiliary power supply shall be continuous 'home run'. Splices are not permitted. Terminal connections are permitted using approved terminal strips. Inside a control panel, spare enclosure, cabinet, or auxiliary power supply. In the event that splices are unavoidable all interior splices must be approved by IRS project manager and shall be soldered and shall use adhesive lined heat shrink wire splices as found on <a href="http://www.wiringproducts.com/index1.html?lang=en-us&amp;target=d47.html&amp;gclid=CLm0nZ__kpcCFSCysgodfBS8Tg">http://www.wiringproducts.com/index1.html?lang=en-us&amp;target=d47.html&amp;gclid=CLm0nZ__kpcCFSCysgodfBS8Tg</a> or approved equal.</p> <p>All necessary electrical outlets must be installed; including hardwiring of circuits by a licensed electrician. All electrical work necessary to make the entire access and alarm system function properly is the contractor's responsibility. All power connections shall be labeled at the breaker panel and at the load device identifying the breaker Number and location.</p> <p>Fire/emergency designated egress doors shall have Fire/emergency egress request to exit door sensors, contacts or other door hardware as required by applicable code</p>
--	--	---

		<p>dedicated to emergency egress operation. These devices shall be isolated and separate from any Access control system egress sensing hardware and operate per applicable Codes. Under no circumstance shall activation of a Fire or emergency signal be controlled by or routed through Access Control system. • Fire/emergency system functional interface testing [mag lock door unlock] shall be performed same day for occupied spaces and no later than beginning of next business day for all other affected spaces with new readers/panels</p> <p>LINE SUPERVISION MODULES Required For All Monitored Devices. Digitally Processed, Analog Inputs</p> <p>2 Styles</p> <p>I. DTLM - Screw Terminals II. MELM - Flying Leads</p> <p>3 Input - Alarm, RQE, Tamper IRS standard is MELM 3 at all devices</p> <p>(9) Install power supply kits / UPS for each <b>Controller and door lock power</b> [Altronix MAXIMAL33D for 16 Output Access Power Controllers and/or Altronix eFLOW 6NA8 for 8 Outputs Power Supply w/BT 1212 Battery Pack; or approved equal.</p> <p>(10) Provide and install cable/wiring/hardware as needed to/from government furnished PC/server to/from card readers, etc. All cable/wiring/hardware shall be plenum rated and in compliance with manufacturer's recommendations.</p> <p>(11) Test all new card readers before releasing to IRS. The Contractor shall make sure that control panels and the card readers are capable of matching and reading badge IDs from the existing and new cards.</p> <p><b>(12) Any new panels will be supplied w/ new 12v 7ah [ or manuf. spec] backup battery.</b></p> <p>(13) Not used</p> <p>(14) Not used</p> <p>(15) Contractor shall be responsible for user training and shall demonstrate through qualitative testing or trainee admission that authorized personnel have received the necessary instructions to operate, administer the new system and properly diagnose minor malfunctions. The contractor shall provide manufacturer-certified</p>
--	--	---



		<p>training at the site. The training shall include operator and administer training. The contractor shall provide a follow-up training as requested by IRS.</p> <p><u>References:</u> Contractor services under this task shall conform to all applicable requirements and criteria indicated in the following handbooks and publications and the latest issues and changes thereto:</p> <ul style="list-style-type: none"> <li>III. General Services Administration Facilities Standards for the Public Buildings Service PBS-P 100.</li> <li>IV. Consolidated Physical Security Standards for IRS Facilities.</li> <li>V. Homeland Security Presidential Directive HSPD-12</li> <li>VI. National Fire Protection Association Codes and handbooks.</li> <li>VII. Occupational Safety and Health Standards.</li> <li>VIII. Federal Information System Management Act (FISMA)</li> <li>IX. Federal Information Processing Standard Publication (FIPS 201-1)</li> <li>X. National Institute of Standards and Technology SP 800-73</li> <li>XI. National Institute of Standards and Technology Standard (draft) SP-800-116</li> <li>XII. Americans with Disabilities Act.</li> </ul>
2	Proxy Cards	<p>Provide 100 proxy cards that will be utilized with the existing card readers, new card reader, and associated accessories. Ensure all cards are fully functional and compatible with the access control system.</p> <p><b>Last Card Stock Order See Below</b>  ProxCard II Clamshell Card  Job:11101395095-01B  Part #: 1326LSSMV  Card Range: 8700819-8700918  Quantity: 100  Format: S10401  OEM Code: 9</p>
3		N/A
4		N/A
<b>FIRE-RATED PLYWOOD FOR DOOR CONTROL &amp; BURGLAR PANEL</b>		
5	PLYWOOD	N/A
<b>Intrusion Detection System (IDS)</b>		
7	INTRUSION PANEL	N/A
8	DURESS BUTTON	Relocate 1 Hard-wired duress/panic buttons [similar to Honeywell Ademco 269SN; or equal]. Contractor must securely install panic buttons under each table or desk, and homerun (hardwire) back to the NEW Burglar Panel. Contractor must verify location with IRS

		<p>personnel. The wires for button, as with other devices, will be home run and identified individually on site through keypad, and communicated individually with the corresponding Mega Center.</p> <p>----- OR -----</p> <p><b>[IN SPECIAL SITUATIONS DURESS BUTTON – WIRING BETWEEN BUTTON AND BURGLAR PANEL IS WIRELESS. BUT THE BUTTON MUST BE MECHANICALLY FIXED TO A SURFACE]</b></p> <p>Contractor shall remove 1 functioning duress button from TAC 7.700 cubicle and install the duress button at 5.500C.</p> <p><u>Holdup Switch/Transmitters, Honeywell Model No. 5869:</u> The 5869 Holdup Switch/Transmitter is a finger-operated RF transmitting device. It is typically mounted under a counter or money draw for inconspicuous operation. When the transmitter is activated, it emits an RF signal to the receiver. The security system control panel sends a burglary alarm to the central station when a RF signal is received from an enrolled Holdup Switch/Transmitter. Once activated, the 5869 Holdup Switch/Transmitter can only be reset by the reset key. The 5869 also incorporates tamper switches that are activated when the cover is removed, or if the unit is forcibly removed from its installation location.</p> <p>The installation will require <u>Wireless Receiver</u> [similar to <i>Honeywell Wireless Receiver Model No. 5881ENM</i>; another manufacturer may be substituted] adjacent to the existing burglar panel. This receiver will accept the transmission from the wireless panic buttons mentioned above. Each duress/panic button device must annunciate locally with its specific location and communicate this identification back to the corresponding FPS Mega Center.</p>
9	MOTION DETECTOR	N/A
	GLASS BREAK DETECTOR	N/A
10	DOOR CONTACTS.	<p><b>Contractor</b> must verify locations with IRS security personnel and refer to plan drawings. Doors that enter/exit business units require contacts for the burglar alarm and/or access card reader portions of the project. Some doors may have two door contacts (i.e., intrusion detection and access control) while other doors may have one contact for intrusion detection only. No exposed wiring</p>

		<p>will be permitted. Ensure that the door contacts are installed in such a way that doorframe(s) and imperfections do not affect the contacts and break them – the contraction and expansion in a doorframe can "squeeze" the contact, thus breaking it. Use the appropriate color to match the doorframe.</p> <p>Specifics include the following:</p> <p>[RECESSED DOOR CONTACT SIMILAR TO SENTROL SERIES 1078 OR EQUAL.</p> <p>SURFACE MOUNT DOOR CONTACT SIMILAR TO SERIES 2707 OR EQUAL]</p> <p><b>(1) Intrusion Detection Portion of this Project Only:</b> Install (1) door contact onto the existing zone expanders located in the burglar alarm panel. Note: recessed door contacts shall be home run (wired) as a separate zone on the burglar control panel (located in <b>SECURITY ROOM</b>), and report to the designated FPS Mega Center.</p>
<b>CCTV</b>		
11	CCTV CAMERA	N/A
12	CAMERA POWER SUPPLY	N/A
	MONITOR	N/A
	Network Video Recorder (NVR)	N/A
	CCTV CABLE	N/A
<b>MISCELLANEOUS</b>		
16	CIPHER LOCK	N/A
17	PUSH BAR	N/A
	STROBE LIGHT	N/A
18	AUDIO INTERCOM	N/A
19	INVENTORY	After installation completion and acceptance by IRS personnel, Contractor shall provide the government an inventory of all equipment installed. Contractor shall provide government with a Microsoft Excel spreadsheet inventory delineating all equipment installed that includes a description and product name, quantities and brief location where the equipment is located within the facility.

The Government estimates that the Contractor will need to supply and install manufacturer's equipment. It is the Contractor's responsibility to double check and be certain that all materials/equipment and/or labor are accounted for prior to quote submission. "HOMERUN" each device on its own stranded plenum rated wire or plenum coax with copper core and copper braid to the panel with no splices, "T" taps, no surface wire, etc;

**Government Furnished Equipment:**

- Analog telephone line for burglar panel.
- Provide the room location for the electronic equipment to be wall mounted in a secure location under lock and key.
- IP address for each door control panel and data drop for each panel by IT

3.7 The Government (IRS) shall provide a representative (i.e., IRS Commissioner's Representative) to assist in making the appropriate decisions with regard to specific location/placement, procedures, and programming. The Government representative shall be readily available during the contract term and shall make decisions without delay. All required and applicable changes shall be executed through contract modification. Contract modifications shall be executed by the Contracting Officer.

3.8 Contract documents indicate the work of contract, and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the contract documents include, but are not necessarily limited to the following: (1) Existing site conditions and restrictions; (2) Alterations and coordination with existing work; (3) Other work to be performed concurrently by the Government; (4) Other work to be performed concurrently by separate contractors; (5) Other work subsequent to work of the contract; (6) Items furnished by the Government and installed by the contractor.

**II. INFORMATION SYSTEM SECURITY REQUIREMENTS FISMA SECURITY CONTRACT LANGUAGE (MAJOR IT SYSTEMS / APPLICATIONS or SERVICES)**

**3. Information Security / Federal Information Security Management Act (FISMA)**

3.1 Pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, P.L. 107-347, the contractor shall provide minimum security controls required to protect Federal information and information systems. The term 'information security' means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity and availability.

3.2 The contractor shall provide information security protections commensurate with the risk and magnitude of the harm resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information collected or maintained by or on behalf of the agency; or information systems used or operated by an agency or by a contractor or subcontractor of an agency. This applies to individuals and organizations having contractual arrangements with the IRS, including employees, contractors, vendors, and outsourcing providers, which use or operate information technology systems containing IRS data.

3.3 An IRS information or information system are defined as a General Support System (GSS), Major or Minor Application with a FIPS 199 security categorization impact

level of low, moderate or high, and those systems identified by the As Built Architecture (ABA) and agency FISMA Master Inventory.

#### **4. Treasury / IRS Policies for Information Technology (IT) Security**

4.1 The contractor shall comply with Department of Treasury Security Manual TDP 15-71, and Internal Revenue Manual 10.8.1 Information Technology Security Policy and Guidance. The contractor shall comply with IRS Internal Revenue Manuals (IRM), Law Enforcement Manuals (LEM) and successor documents when developing or administering IRS information and information systems.

4.2 The contractor shall comply with the Taxpayer Browsing Protection Act of 1997 - Unauthorized Access (UNAX), the Act amends the Internal Revenue Code 6103 of 1986 to prevent the unauthorized inspection of taxpayer returns or tax return information.

#### **5. Security Authorization and Accreditation Process**

Contractors systems that collect, maintain, contain or use agency information or an information system on behalf of the agency (a General Support System (GSS), Major or Minor Application with a FIPS 199 security categorization) must ensure annual reviews and continued security certification and accreditation. Some of the key elements of this process are risk assessments, security plans, security control testing, a Privacy Impact Assessment (PIA), contingency planning, and technical system certification and business owner system accreditation. All systems that complete this process will, at a minimum, meet NIST guidance, as required by the IRS.

#### **6. System Review / Site Visit**

The contractor shall be subject to at the option / discretion of the agency, to periodically test, (but no less than annually) and evaluate the effectiveness of information security controls and techniques. The assessment of information security controls may be performed by an agency independent auditor, security team or Inspector General, and shall include testing of management, operational, and technical controls, as indicated by the security plan, of every information system that maintain, collect, operate or use federal information on behalf of the agency. The agency and contractor shall document and maintain a remedial action plan, also known as a Plan of Action and Milestones (POA&M) to address any deficiencies identified during the test and evaluation. The contractor must cost-effectively reduce information security risks to an acceptable level within the scope, terms and conditions of the contract.

#### **7. Information Security Awareness and Training**

7.1 The contractor shall comply with IRS mandatory annual Computer Security Awareness briefings, UNAX briefings and receive an initial orientation before access to IRS Information Systems. Perform HSPD-12 Personal Identify Verification, physical and personnel security screening / background investigation for approval of a contractor badge for staff like access; then obtain 5081 approval to IRS information systems. All contractors and subcontractor employees who are involved with the management, use, programming or maintenance of IRS information systems must complete the IRS mandatory Computer Security briefing. Failure to comply will all above will be considered unsatisfactory/non performance and will be adjudicated per applicable FAR rules.

7.2 Cyber security oversees a series of security awareness training sessions; in particularly the Unauthorized Access (UNAX) training and Computer Security Awareness training, which is conducted annually and mandatory for all IRS employees and contractors. FISMA requires continuous security awareness training to inform personnel, including contractors, other users, and individuals with significant IT Security responsibilities that support the operations and assets of the agency to receive specific training on agency guidance, policies and procedures to reduce information security risks.

7.3 All contractors and subcontractor employees who could have access to return information must complete the mandatory UNAX briefing. Contractors shall certify the completion of training by their employees annually. The certification shall be submitted to the contracting officer, with a copy to the COTR and Mission Assurance Security Services Awareness and Training Team.

## **8. Office of the President Management and Budget (OMB) Policies for Security of Federal Automated Information Resources**

8.1 The contractor shall comply with OMB Circular No. A-130 Security of Federal Automated Information Resources Appendix III. The contractor shall comply with the guidance in OMB Circular policy M-06-16 Protection of Sensitive Agency Information to implement protections for personally identifiable information being transported and/or stored offsite. In those instances where personally identifiable information is transported to a remote site of the contractor, the contractor shall implement NIST Special Publication 800-53 security controls and IRS specific security procedures to ensure that information is transported in encrypted form. The contractor shall comply with OMB Circular Policy M-06-15, Safeguarding Personally Identifiable Information (PII), and Policy M-06-19 Reporting Incidents Involving Personally Identifiable Information.

## **9. Safeguarding / Protecting Sensitive Personally Identifiable Information (PII)**

9.1 Sensitive PII is defined by OMB as "any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual." Information systems can be either electronic or manual. IRM 10.8.1 require IRS' sensitive information is to be handled and protected at the contractor's site, including any information stored, processed, or transmitted using the contractor's computer systems. Contractor personnel shall perform a background investigation and/or clearances required; receive security awareness and training required for contractor activities or facilities; and any facility physical security requirements.

9.2 Most IRS information is categorized as SBU. This includes:

- a.) taxpayer information,
- b.) employee data - such as evaluations,
- c.) personnel and payroll records,
- d.) financial and statistical information on agency operations not normally available for public disclosure, and
- e.) vendor / contractor proprietary information provided to the government by third parties.

9.3 Various laws and regulations have addressed the need to protect sensitive information held by government agencies including the Federal Information Security Management Act (FISMA), the Government Act of 2002, the Privacy Act of 1974, and OMB Circular A-130, Management of Federal Information Resources. FISMA requires agencies to have a security program and controls for systems to protect their sensitive information. Therefore, the contractor shall comply with OMB policies and Treasury / IRS specific policies, procedures or guidance to protect sensitive information, such as the following guidance from OMB Policy M-06-16:

1. Encrypt all data on mobile computers/devices which carry agency data unless the data is determined to be non-sensitive, in writing, by your Deputy Secretary or an individual he/she may designate in writing;
2. Allow remote access only with two-factor authentication where one of the factors is provided by a device separate from the computer gaining agency access;
3. Use a "time-out" function for remote access and mobile devices requiring user reauthentication after 30 minutes inactivity; and
4. Log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required.

#### **10. The National Institute of Standards and Technology (NIST) Guidance for Information Security**

10.1 The contractor shall follow Information Security guidance established by the National Institute of Standards and Technology (NIST). The contractor shall establish the minimum security controls identified in NIST Special Publication 800-53 Recommended Security Controls for Federal Information, NIST 800-53A Guide for Assessing the Security Controls in Federal Information Systems, and FIPS 200 Minimum Security Requirements for Federal Information and Information Systems. The contractor shall follow the best practices and guidance established by NIST special publication 800 Series and Federal Information Processing Standards (FIPS) for computer security. The IRS may determine such applicable Information Technology (IT) Security standards and policies.

#### **11. Handling Information Security Incidents**

11.1 The IRS Computer Security Incident Response Capability (CSIRC) defines a security incident as: "any adverse event whereby some aspect of computer security could be threatened. Adverse events may include the loss of data confidentiality, disruption of data or system integrity, disruption or denial of availability, loss of accountability, or damage to any part of the system." User Compromise, Disclosure of Taxpayer/Sensitive Data, Malicious Code (successful or unsuccessful), Denial of Service (DoS) (successful or unsuccessful), Website Defacement, Identity Theft, Misuse of Resources or Policy Violation, Loss or Theft of IT Equipment, IRM/LEM Non- Compliance, Unauthorized Access Attempt, Probe/Scan, and any other security incident that may threaten or damage any IRS or federal agency information or information system(s).

11.2 The contractor shall maintain procedures for detecting, reporting, and responding to security incidents, and mitigating risks associated with such incidents before substantial damage is done to federal information or information systems. The contractor shall immediately report all computer security incidents that involve IRS information systems to the IRS Computer Security Incident Response Center (CSIRC)

using the contact information indicated below. Any theft or loss of IT equipment with federal information / data must be reported within one hour of the incident to CSIRC. Those incidents involving the loss or theft of sensitive but unclassified (SBU) data (i.e. taxpayer, PII) shall be reported to CSIRC, first-line manager, and Treasury Inspector General for Tax Administration (TIGTA). Based on the computer security incident type, CSIRC may further notify the Treasury Computer Security Incident Response Capability (TCSIRC) in accordance with TCSIRC procedures.

## **12. CONTACTING IRS CSIRC**

Web Site <http://www.csirc.web.irs.gov/incident/>

Email [csirc@csirc.irs.gov](mailto:csirc@csirc.irs.gov)

Phone (202) 283-4809

Toll-Free (866) 216-4809, Fax (202) 283-0345

IRS Specialized Information Technology (IT) Security Training (Role-Based)

Requirements (IR1052.204-9007)

Include the following clause in Section H or in another appropriate section in solicitations, contracts, task/delivery/purchase orders, interagency agreements, and BPAs, above the micro-purchase threshold, if the contract or order requires/permits contractors and contractor employees to have staff-like access to IRS owned or controlled facilities, information systems, or Sensitive but Unclassified (SBU) information, and the contractor employees will have a significant information technology (IT) security role or responsibility.

END OF DOCUMENT



GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE  LEASE AMENDMENT	LEASE AMENDMENT No. 4  TO LEASE NO. GS-05B-00103
ADDRESS OF PREMISES <b>US Bank Financial Center</b> <b>1550 American Blvd, East</b> <b>Bloomington, MN 55425-1165</b>	PDN Number: PS0040865

**THIS AMENDMENT** is made and entered into between **LSREF4 Bison LLC**

whose address is: 2711 N. Haskell Ave.  
Suite 1700  
Dallas TX 75204-2922

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the Government desires to make additions/changes through change orders;

WHEREAS, the Government wants to approve change order No. 2 for (b) (4)

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

Lease Amendment (LA) No. 4 to lease GS-05B-00103, is hereby issued to provide Change Order No.2 as follows:

Change Order #2 - (b) (4) Additional Overtime Labor  
Hours to meet 1 June Deadline in Exhibit A (b) (4)  
shown in Exhibit B.

This Lease Amendment contains 5 pages: LA No. '2' (2 Pages), Exhibit 'A' (CBRE Proposal - 2 Pages), Exhibit 'B' (ResComm Overtime Invoice - 1 Page)

All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

(b) (6)  
Signature: \_\_\_\_\_  
Name: Matt Swanson  
Title: CBRE as Agent for Owner  
Entity Name: CBRE, Inc.  
Date: 7/25/2018

**FOR THE GOVERNMENT:**

(b) (6)  
Signature: \_\_\_\_\_  
Name: JASON BHAZARCO  
Title: Lease Contracting Officer  
GSA, Public Buildings Service  
Date: 7/25/18

**WITNESSED FOR THE LESSOR BY:**

(b) (6)  
Signature: \_\_\_\_\_  
Name: JAVIER DIAZ  
Title: APM  
Date: 7/25/18

Total project cost for PDN Number: PS0040865 is as follows:

Base Contract (b) (4)

Change Order #1 for data, security, and storage (b) (4)

Credit for Over (b) (4)

Total Project Cost

(b) (4)  
The total amount of (lump sum payment) of (b) (4) will be paid in a one-time lump sum payment to the Lessor upon substantial completion, inspection, and acceptance of the work by the authorized Government representative and receipt of an invoice for the work by the Lease Contracting Officer or designated representative.

Regarding the lump sum payment for this project, please follow these instructions:

The original invoice must be submitted directly to the GSA Finance office electronically on the Finance website at <http://www.finance.gsa.gov/defaultexternal.asp> and a copy provided to the GSA Project Manager. Instructions for invoice submission are included on the website. Additional assistance is available from the Finance Customer Service line at 817-978-2408. If you are unable to process the invoice electronically you may mail the original invoice to the following address General Services Administration, FTS and PBS Payment Division (7BCP), P.O. Box 17181, Fort Worth, TX, 76102-0181

The Lessor agrees that the invoice shall be printed on the same letterhead as the named on this lease, shall include the Lease number, building address, and a price and quantity of the items delivered. The invoice shall reference the number PS0040865.

Lessor also agrees that a copy of the invoice shall be sent simultaneously to the GSA Project Manager at the following address:

General Services Administration  
ATTN: Justin Weingartz  
230 South Dearborn Street, Suite 3300  
Chicago, IL 60604

All other terms and conditions of the current lease shall remain in force and effect.

LESSOR  
INITIALS: MAS & P  
GOVT

# EXHIBIT A

COMMERCIAL REAL ESTATE SERVICES

## CBRE

Christopher Bernick  
Senior Real Estate Manager

CBRE, Inc.  
Asset Services

800 LaSalle Ave  
Suite 1900  
Minneapolis, MN 55402

+1 952 924 4686 Tel  
(b) (6) Cell

christopher.bernick@cbre.com  
www.cbre.com

US Bank Building  
1550 American Blvd  
Bloomington, MN

Dear Mr. Weingartz:

We hereby submit specifications and estimates for:

- All work has been priced to be performed after normal working hours, 5:00 p.m. to 7:00 a.m. while space is vacant.
- This proposal assumes that all existing conditions and equipment to remain and serve the needs of the project site exists in good working order and comply with code requirements.
- These prices are subject to change due to city's approval.
- Hidden conditions discovered during the project which requires additional cost will be priced and approved prior to proceeding with the work.

NO ENGINEERED DRAWINGS FOR PERMIT ARE INCLUDED IN THIS PROPOSAL AMOUNT. No SAC/WAC included.

Demo: drywall and doors.

Drywall: 6-phases/off hours. Metal stud framing to grid. Tape and sand. Install hollow metal frames.

Skim coating to paint grade.

Sprinklers: modify the existing fire protection system for the office remodel work.

Doors: (7) new oak doors – prefinished. (5) welded 18" sidelight frames. (2) welded single frames. (2) closers. (2) electric strikes. Installation of doors and hardware.

HVAC: add and relocate for new offices.

Electrical: labor and materials for wiring the new offices.

Acoustical ceiling: cut ceiling tile to new walls built to existing grid.  
Insulate above new walls built to existing grid.

Clean up; dumpster; permit; supervision; ResComm.

Additional Overtime Labor Hours to meet 1 June Deadline

CBRE Project Management Fee

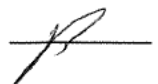
LESSOR

GOV'T

INITIALS:

MAS

&



April 2<sup>nd</sup>, 2018  
GSA Proposal for Work.  
LSREF4 Bison, LLC  
Page 2

\*NO LOW VOLTAGE WIRING FOR PHONE/DATA. NO SECURITY WIRING INCLUDED  
IN PROPOSAL AMOUNT.

We propose hereby to furnish material and labor - complete to accordance with above  
specifications for the sum of:

(b) (4)

Payment to be made as follows:

Total proposal due at the completion of ResComm Construction's work.

All material is guaranteed to be as specified.

All work to be completed in a workman like manner according to standard  
practice.

Any alterations or deviations above specifications involving extra costs will be executed  
only upon written orders and will become an extra cost over and above the estimate.

Authorized Signature:

---

Note: This proposal may be withdrawn by us if not accepted in 30 days.

---

Sincerely,

Christopher A Bernick  
CBRE Senior Real Estate Manager  
Agent for Owner; LSREF4 Bison, LLC

LESSOR  
INITIALS: MAS

&

GOV'T  


# EXHIBIT B

ResComm Construction, Inc.  
10790 Brook Road  
Elk River, MN 55330  
(763) 241-0086 / Fax  
[ResCommInc@aol.com](mailto:ResCommInc@aol.com)

**To:** LSREF4 Bison, LLC  
c/o CBRE US Bank Building  
BB# 01-39921-GEF001  
PO Box 2021  
Warren, MI 48090-2021

**Date:** July 9, 2018

**Invoice Number:** 2477

**Proposal Number:** 3230

**Job Location:** US Bank Building

**Re:** Per Chris Bernick – overtime reimbursement.

(b) (4)  
Carpenters/taper  
(April 14, 21 and  
Door installers: \$  
(April 21, 28 and  
Ceilings: \$38/hr  
Painters: \$40/hr  
Carpet installers:  
Sprinklers: \$48/h  
Life Safety: \$50/  
Extra hours on Ju

**TOTAL AMOUNT**

\* Please make check payable to: ResComm Construction, Inc. \*

Due upon receipt.  
18% interest due on all balances over 30 days.

Thank you!

LESSOR  
INITIALS: MAS

&

GOV'T  
